



PO Box 819  
 Appleton, WI 54912-0819  
 (920) 739-3161

SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
**Common Policy**  
 DECLARATIONS

**POLICY NO. 20-CP-003338057-0**

**ACCOUNT NUMBER: 7543260**

**NAMED INSURED AND MAILING ADDRESS**

EASTPOINT PARK OFFICE CONDOMINIUM COUNCIL  
 OF CO-OWNERS INC  
 PO BOX 99115  
 LOUISVILLE, KY 40269

**AGENCY AND MAILING ADDRESS**

160128

MCDANIEL INS AGENCY  
 617 MAIN ST  
 PO BOX 1058  
 SHELBYVILLE, KY 40066  
  
 (502) 909-0920

**POLICY PERIOD:** FROM 03/03/2021 TO 03/03/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

**THE NAMED INSURED IS:** Corporation

**BUSINESS DESCRIPTION:** Condominiums - commercial - bank or mercantile, manufacturing or office (association risk only)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

<b>THIS POLICY CONSISTS OF THE COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT</b>		
		<b>PREMIUM</b>
COMMERCIAL PROPERTY	\$	10,823
COMMERCIAL GENERAL LIABILITY	\$	1,619
COMMERCIAL CRIME AND FIDELITY	\$	177
COMMERCIAL INLAND MARINE	\$	Not Covered
EMPLOYMENT PRACTICES LIABILITY	\$	Not Covered
CYBER SECURITY	\$	Not Covered
DIRECTORS AND OFFICERS LIABILITY	\$	251
<b>ESTIMATED POLICY PREMIUM</b>		<b>\$ 12,870</b>
<b>KY STATE SURCHARGE</b>		<b>\$ 231.67</b>
<b>ESTIMATED POLICY TOTAL</b>		<b>\$ 13,101.67</b>

SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
**Common Policy**  
DECLARATIONS

**POLICY NO.** 20-CP-003338057-0  
**INSURED:** EASTPOINT PARK OFFICE CONDOMINIUM  
COUNCIL OF CO-OWNERS INC

**EFFECTIVE DATE:** 03/03/2021  
**AGENCY:** MCDANIEL INS AGENCY

This is not a bill - Invoice to follow.  
Total premium is payable in monthly installments.

**FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS**

See Forms Schedule

**NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.**

THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
**Commercial Property Coverage Part**  
 DECLARATIONS

**POLICY NO. 20-CP-003338057-0**

**ACCOUNT NUMBER: 7543260**  
**NAMED INSURED AND MAILING ADDRESS**

EASTPOINT PARK OFFICE CONDOMINIUM COUNCIL  
 OF CO-OWNERS INC  
 PO BOX 99115  
 LOUISVILLE, KY 40269

**AGENCY AND MAILING ADDRESS 160128**

MCDANIEL INS AGENCY  
 617 MAIN ST  
 PO BOX 1058  
 SHELBYVILLE, KY 40066  
 (502) 909-0920

**POLICY PERIOD:** FROM 03/03/2021 TO 03/03/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

**LOCATION: 1 BUILDING: 1**

**DESCRIPTION OF PREMISES**  
 ADDRESS: 13806 LAKE POINT CIR, LOUISVILLE, KY 40223  
 BUILDING DESCRIPTION: CONDO - COMMERCIAL OFFICES  
 PROTECTION CLASS: 1 CONSTRUCTION: FRAME

**COVERAGES PROVIDED**  
 Insurance At The Described Premises Applies Only For Coverages For Which A Limit Of Insurance Is Shown

COVERAGE	COVERED CAUSE OF LOSS	DEDUCTIBLE	COINSURANCE	LIMIT OF INSURANCE
<b>Building</b>	Special Including Theft	\$2,500	100%	\$650,336
View Form				
Inflation Guard: 2%				
Replacement Cost				
<b>BUSINESS INCOME - ACTUAL LOSS SUSTAINED AND EXTRA EXPENSE</b>	Special Including Theft		View Form	CPE 1555
Business Income Including Rental Value				
Coinsurance Does Not Apply				
Extended Period of Indemnity: 30 days				

SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
**Commercial Property Coverage Part**  
 DECLARATIONS

**POLICY NO.** 20-CP-003338057-0  
**INSURED:** EASTPOINT PARK OFFICE CONDOMINIUM  
 COUNCIL OF CO-OWNERS INC

**EFFECTIVE DATE:** 03/03/2021  
**AGENCY:** MCDANIEL INS AGENCY

COVERAGE	COVERED CAUSE OF LOSS	DEDUCTIBLE	COINSURANCE	LIMIT OF INSURANCE
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**OPTIONAL COVERAGES**  
**BUSINESS INCOME**

LIMIT	FORM
View Form	CP 15 04

Discretionary Payroll Expense

**LOCATION: 2 BUILDING: 1**

**DESCRIPTION OF PREMISES**

ADDRESS: 2011 LAKE POINT WAY, LOUISVILLE, KY 40223  
 BUILDING DESCRIPTION: CONDO - COMMERCIAL OFFICES  
 PROTECTION CLASS: 1 CONSTRUCTION: FRAME

**COVERAGES PROVIDED**

**Insurance At The Described Premises Applies Only For Coverages For Which A Limit Of Insurance Is Shown**

COVERAGE	COVERED CAUSE OF LOSS	DEDUCTIBLE	COINSURANCE	LIMIT OF INSURANCE
<b>Building</b>	Special Including Theft	\$2,500	100%	\$637,585
View Form				
Inflation Guard: 2% Replacement Cost				
<b>BUSINESS INCOME - ACTUAL LOSS SUSTAINED AND EXTRA EXPENSE</b>	Special Including Theft		View Form	CPE 1555
Business Income Including Rental Value Coinsurance Does Not Apply Extended Period of Indemnity: 30 days				

SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
**Commercial Property Coverage Part**  
 DECLARATIONS

**POLICY NO.** 20-CP-003338057-0  
**INSURED:** EASTPOINT PARK OFFICE CONDOMINIUM  
 COUNCIL OF CO-OWNERS INC

**EFFECTIVE DATE:** 03/03/2021  
**AGENCY:** MCDANIEL INS AGENCY

**OPTIONAL COVERAGES**  
**BUSINESS INCOME**

	LIMIT	FORM
Discretionary Payroll Expense	View Form	CP 15 04

**LOCATION: 3 BUILDING: 1**

**DESCRIPTION OF PREMISES**

ADDRESS: 13800 LAKE POINT CIR, LOUISVILLE, KY 40223  
 BUILDING DESCRIPTION: CONDO - COMMERCIAL OFFICES  
 PROTECTION CLASS: 1 CONSTRUCTION: FRAME

**COVERAGES PROVIDED**

**Insurance At The Described Premises Applies Only For Coverages For Which A Limit Of Insurance Is Shown**

COVERAGE	COVERED CAUSE OF LOSS	DEDUCTIBLE	COINSURANCE	LIMIT OF INSURANCE
<b>Building</b>	Special Including Theft	\$2,500	100%	\$637,585
View Form				
Inflation Guard: 2%				
Replacement Cost				
<b>BUSINESS INCOME - ACTUAL LOSS SUSTAINED AND EXTRA EXPENSE</b>	Special Including Theft		View Form	CPE 1555
Business Income Including Rental Value				
Coinsurance Does Not Apply				
Extended Period of Indemnity: 30 days				

**OPTIONAL COVERAGES**  
**BUSINESS INCOME**

	LIMIT	FORM
Discretionary Payroll Expense	View Form	CP 15 04

SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
**Commercial Property Coverage Part**  
 DECLARATIONS

**POLICY NO.** 20-CP-003338057-0  
**INSURED:** EASTPOINT PARK OFFICE CONDOMINIUM  
 COUNCIL OF CO-OWNERS INC

**EFFECTIVE DATE:** 03/03/2021  
**AGENCY:** MCDANIEL INS AGENCY

**LOCATION:** 4 **BUILDING:** 1

**DESCRIPTION OF PREMISES**

ADDRESS: 2007-2009 LAKE POINT WAY, LOUISVILLE, KY 40223  
 BUILDING DESCRIPTION: CONDO - COMMERCIAL OFFICES  
 PROTECTION CLASS: 1 CONSTRUCTION: FRAME

**COVERAGES PROVIDED**

Insurance At The Described Premises Applies Only For Coverages For Which A Limit Of Insurance Is Shown

COVERAGE	COVERED CAUSE OF LOSS	DEDUCTIBLE	COINSURANCE	LIMIT OF INSURANCE
<b>Building</b>	Special Including Theft	\$2,500	100%	\$1,070,762
View Form				
Inflation Guard: 2% Replacement Cost				
<b>BUSINESS INCOME - ACTUAL LOSS SUSTAINED AND EXTRA EXPENSE</b>	Special Including Theft		View Form	CPE 1555
Business Income Including Rental Value Coinsurance Does Not Apply Extended Period of Indemnity: 30 days				

**OPTIONAL COVERAGES**

**BUSINESS INCOME**

**LIMIT**

**FORM**

Discretionary Payroll Expense

View Form

CP 15 04

SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
**Commercial Property Coverage Part**  
 DECLARATIONS

**POLICY NO.** 20-CP-003338057-0  
**INSURED:** EASTPOINT PARK OFFICE CONDOMINIUM  
 COUNCIL OF CO-OWNERS INC

**EFFECTIVE DATE:** 03/03/2021  
**AGENCY:** MCDANIEL INS AGENCY

**LOCATION:** 5 **BUILDING:** 1

**DESCRIPTION OF PREMISES**

ADDRESS: 2001-2003 LAKE POINT WAY, LOUISVILLE, KY 40223  
 BUILDING DESCRIPTION: CONDO - COMMERCIAL OFFICES  
 PROTECTION CLASS: 1 CONSTRUCTION: FRAME

**COVERAGES PROVIDED**

**Insurance At The Described Premises Applies Only For Coverages For Which A Limit Of Insurance Is Shown**

COVERAGE	COVERED CAUSE OF LOSS	DEDUCTIBLE	COINSURANCE	LIMIT OF INSURANCE
<b>Building</b>	Special Including Theft	\$2,500	100%	\$963,067
View Form				
Inflation Guard: 2%				
Replacement Cost				
<b>BUSINESS INCOME - ACTUAL LOSS SUSTAINED AND EXTRA EXPENSE</b>	Special Including Theft		View Form	CPE 1555
Business Income Including Rental Value				
Coinsurance Does Not Apply				
Extended Period of Indemnity: 30 days				

**OPTIONAL COVERAGES**

**BUSINESS INCOME**

**LIMIT**

**FORM**

Discretionary Payroll Expense

View Form

CP 15 04

SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
**Commercial Property Coverage Part**  
 DECLARATIONS

**POLICY NO.** 20-CP-003338057-0  
**INSURED:** EASTPOINT PARK OFFICE CONDOMINIUM  
 COUNCIL OF CO-OWNERS INC

**EFFECTIVE DATE:** 03/03/2021  
**AGENCY:** MCDANIEL INS AGENCY

**LOCATION:** 6 **BUILDING:** 1

**DESCRIPTION OF PREMISES**

ADDRESS: 2005 LAKE POINT WAY, LOUISVILLE, KY 40223  
 BUILDING DESCRIPTION: CONDO - COMMERCIAL OFFICES  
 PROTECTION CLASS: 1 CONSTRUCTION: FRAME

**COVERAGES PROVIDED**

**Insurance At The Described Premises Applies Only For Coverages For Which A Limit Of Insurance Is Shown**

COVERAGE	COVERED CAUSE OF LOSS	DEDUCTIBLE	COINSURANCE	LIMIT OF INSURANCE
<b>Building</b>	Special Including Theft	\$2,500	100%	\$789,741
View Form				
Inflation Guard: 2% Replacement Cost				
<b>BUSINESS INCOME - ACTUAL LOSS SUSTAINED AND EXTRA EXPENSE</b>	Special Including Theft		View Form	CPE 1555
Business Income Including Rental Value Coinsurance Does Not Apply Extended Period of Indemnity: 30 days				

**OPTIONAL COVERAGES**

BUSINESS INCOME	LIMIT	FORM
Discretionary Payroll Expense	View Form	CP 15 04



SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
**Commercial Property Coverage Part**  
 DECLARATIONS

**POLICY NO.** 20-CP-003338057-0  
**INSURED:** EASTPOINT PARK OFFICE CONDOMINIUM  
 COUNCIL OF CO-OWNERS INC

**EFFECTIVE DATE:** 03/03/2021  
**AGENCY:** MCDANIEL INS AGENCY

**LOCATION:** 7 **BUILDING:** 1

**DESCRIPTION OF PREMISES**

ADDRESS: 13808 LAKE POINT CIR, LOUISVILLE, KY 40223  
 BUILDING DESCRIPTION: CONDO - COMMERCIAL OFFICES  
 PROTECTION CLASS: 1 CONSTRUCTION: FRAME

**COVERAGES PROVIDED**

**Insurance At The Described Premises Applies Only For Coverages For Which A Limit Of Insurance Is Shown**

COVERAGE	COVERED CAUSE OF LOSS	DEDUCTIBLE	COINSURANCE	LIMIT OF INSURANCE
<b>Building</b>	Special Including Theft	\$2,500	100%	\$774,256
View Form				
Inflation Guard: 2%				
Replacement Cost				
<b>BUSINESS INCOME - ACTUAL LOSS SUSTAINED AND EXTRA EXPENSE</b>	Special Including Theft		View Form	CPE 1555
Business Income Including Rental Value				
Coinsurance Does Not Apply				
Extended Period of Indemnity: 30 days				

**OPTIONAL COVERAGES**

**BUSINESS INCOME**

**LIMIT**

**FORM**

Discretionary Payroll Expense

View Form

CP 15 04

SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
**Commercial Property Coverage Part**  
 DECLARATIONS

**POLICY NO.** 20-CP-003338057-0  
**INSURED:** EASTPOINT PARK OFFICE CONDOMINIUM  
 COUNCIL OF CO-OWNERS INC

**EFFECTIVE DATE:** 03/03/2021  
**AGENCY:** MCDANIEL INS AGENCY

**LOCATION:** 8 **BUILDING:** 1

**DESCRIPTION OF PREMISES**  
 ADDRESS: 13802 LAKE POINT CIR, LOUISVILLE, KY 40223  
 BUILDING DESCRIPTION: CONDO - COMMERCIAL OFFICES  
 PROTECTION CLASS: 1 CONSTRUCTION: FRAME

**COVERAGES PROVIDED**  
 Insurance At The Described Premises Applies Only For Coverages For Which A Limit Of Insurance Is Shown

COVERAGE	COVERED CAUSE OF LOSS	DEDUCTIBLE	COINSURANCE	LIMIT OF INSURANCE
<b>Building</b>	Special Including Theft	\$2,500	100%	\$774,256
View Form				
Inflation Guard: 2% Replacement Cost				
<b>BUSINESS INCOME - ACTUAL LOSS SUSTAINED AND EXTRA EXPENSE</b>	Special Including Theft		View Form	CPE 1555
Business Income Including Rental Value Coinsurance Does Not Apply Extended Period of Indemnity: 30 days				

OPTIONAL COVERAGES	LIMIT	FORM
<b>BUSINESS INCOME</b>		
Discretionary Payroll Expense	View Form	CP 15 04

SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
**Commercial Property Coverage Part**  
 DECLARATIONS

**POLICY NO.** 20-CP-003338057-0  
**INSURED:** EASTPOINT PARK OFFICE CONDOMINIUM  
 COUNCIL OF CO-OWNERS INC

**EFFECTIVE DATE:** 03/03/2021  
**AGENCY:** MCDANIEL INS AGENCY

**LOCATION:** 9 **BUILDING:** 1

**DESCRIPTION OF PREMISES**

ADDRESS: 13804 LAKE POINT CIR, LOUISVILLE, KY 40223  
 BUILDING DESCRIPTION: CONDO - COMMERCIAL OFFICES  
 PROTECTION CLASS: 1 CONSTRUCTION: FRAME

**COVERAGES PROVIDED**

Insurance At The Described Premises Applies Only For Coverages For Which A Limit Of Insurance Is Shown

COVERAGE	COVERED CAUSE OF LOSS	DEDUCTIBLE	COINSURANCE	LIMIT OF INSURANCE
<b>Building</b>	Special Including Theft	\$2,500	100%	\$650,336
<a href="#">View Form</a>				
Inflation Guard: 2% Replacement Cost				
<b>BUSINESS INCOME - ACTUAL LOSS SUSTAINED AND EXTRA EXPENSE</b>	Special Including Theft		<a href="#">View Form</a>	CPE 1555
Business Income Including Rental Value Coinsurance Does Not Apply Extended Period of Indemnity: 30 days				

**OPTIONAL COVERAGES**

**BUSINESS INCOME**

**LIMIT**

**FORM**

Discretionary Payroll Expense

[View Form](#)

CP 15 04

**POLICY OPTIONAL COVERAGES**

**LIMIT**

**FORM**

Water Back-up and Sump Overflow

[View Form](#)

CPE 0696

Equipment Breakdown Wrap

[View Form](#)

HSB 5000

Universal Wrap

[View Form](#)

CPT 9099

CPT 9000

SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
**Commercial Property Coverage Part**  
 DECLARATIONS

**POLICY NO. 20-CP-003338057-0**  
**INSURED: EASTPOINT PARK OFFICE CONDOMINIUM**  
**COUNCIL OF CO-OWNERS INC**

**EFFECTIVE DATE: 03/03/2021**  
**AGENCY: MCDANIEL INS AGENCY**

TERRORISM COVERAGE IS **ACCEPTED** ANNUAL CHARGE IS \$ **498**

<b>PREMIUM</b>	
COMMERCIAL PROPERTY PREMIUM	<b>\$10,823</b>
KY STATE SURCHARGE	<b>\$194.82</b>
<b>COMMERCIAL PROPERTY TOTAL</b>	<b>\$11,017.82</b>

**FORMS AND ENDORSEMENTS**  
**APPLYING TO COMMERCIAL PROPERTY AND MADE PART OF THIS POLICY AT TIME OF ISSUE:**  
 See Forms Schedule  
**NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.**

**THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY**

SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
**Commercial General Liability Coverage Part**  
 DECLARATIONS

**POLICY NO. 20-CP-003338057-0**

**ACCOUNT NUMBER:** 7543260

**NAMED INSURED AND MAILING ADDRESS**

EASTPOINT PARK OFFICE CONDOMINIUM  
 COUNCIL OF CO-OWNERS INC  
 PO BOX 99115  
 LOUISVILLE, KY 40269

**AGENCY AND MAILING ADDRESS**

160128

MCDANIEL INS AGENCY  
 617 MAIN ST  
 PO BOX 1058  
 SHELBYVILLE, KY 40066  
  
 (502) 909-0920

**POLICY PERIOD:** FROM 03/03/2021 TO 03/03/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**COMMERCIAL GENERAL LIABILITY COVERAGE**

LIMITS OF INSURANCE		
GENERAL AGGREGATE LIMIT	\$2,000,000	
PRODUCTS – COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000	
PERSONAL INJURY & ADVERTISING INJURY LIMIT	\$1,000,000	
EACH OCCURRENCE LIMIT	\$1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$500,000	ANY ONE PREMISES
MEDICAL EXPENSE LIMIT	\$10,000	ANY ONE PERSON

**ALL PREMISES YOU OWN, RENT OR OCCUPY:**

LOC	ADDRESS
1	13806 Lake Point Cir, Louisville, KY 40223
2	2011 Lake Point Way, Louisville, KY 40223
3	13800 Lake Point Cir, Louisville, KY 40223
4	2007-2009 Lake Point Way, Louisville, KY 40223
5	2001-2003 Lake Point Way, Louisville, KY 40223
6	2005 Lake Point Way, Louisville, KY 40223
7	13808 Lake Point Cir, Louisville, KY 40223
8	13802 Lake Point Cir, Louisville, KY 40223
9	13804 Lake Point Cir, Louisville, KY 40223

SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
**Commercial General Liability Coverage Part**  
 DECLARATIONS

**POLICY NO.** 20-CP-003338057-0  
**INSURED:** EASTPOINT PARK OFFICE CONDOMINIUM  
 COUNCIL OF CO-OWNERS INC

**EFFECTIVE DATE:** 03/03/2021  
**AGENCY:** MCDANIEL INS AGENCY

**STATE:** KY

CLASSIFICATION							
LOC	CLASSIFICATION	CODE	PREMIUM BASIS	EXPOSURE	PMS RATE	PDTS RATE	OTHER RATE
1	Condominiums - commercial - bank or mercantile, manufacturing or office (association risk only)	62000	Square Feet	64,000	20.819	Included	

POLICY OPTIONAL COVERAGES		
COVERAGE	LIMIT	FORM
General Liability Wrap	View Form	CGT 1000
Hired Auto and Non-Owned Liability	View Form	CGE 0404
Employment- Related Practices Exclusion	View Form	CG2147
Amendment of Insured Contract Definition	View Form	CG2426
Exclusion - Designated Ongoing Operations	View Form	CG2153
Limitation Of Coverage To Designated Premises Or Project	View Form	CG2144
Exclusion Fungi or Bacteria	View Form	CG2167
Additional Insured - Designated Person Or Organization	View Form	CG2026

SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
**Commercial General Liability Coverage Part**  
 DECLARATIONS

**POLICY NO. 20-CP-003338057-0**  
**INSURED: EASTPOINT PARK OFFICE CONDOMINIUM**  
**COUNCIL OF CO-OWNERS INC**

**EFFECTIVE DATE: 03/03/2021**  
**AGENCY: MCDANIEL INS AGENCY**

TERRORISM COVERAGE IS **ACCEPTED** ANNUAL CHARGE IS \$ **12**

	<b>PREMIUM</b>		
	COMMERCIAL GENERAL LIABILITY ADVANCE PREMIUM	\$	1,619
	KY STATE SURCHARGE	\$	29.14
	<b>COMMERCIAL GENERAL LIABILITY ADVANCE TOTAL</b>	<b>\$</b>	<b>1,648.14</b>

**FORMS AND ENDORSEMENTS**  
**APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:**  
 See Forms Schedule

**NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.**

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PO Box 819  
 Appleton, WI 54912-0819  
 (920) 739-3161

SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
**Crime and Fidelity Coverage Part**  
 DECLARATIONS

**POLICY NO.** 20-CP-003338057-0

**ACCOUNT NUMBER:** 7543260

**NAMED INSURED AND MAILING ADDRESS**

EASTPOINT PARK OFFICE CONDOMINIUM COUNCIL  
 OF CO-OWNERS INC  
 PO BOX 99115  
 LOUISVILLE, KY 40269

**AGENCY AND MAILING ADDRESS** 160128

MCDANIEL INS AGENCY  
 617 MAIN ST  
 PO BOX 1058  
 SHELBYVILLE, KY 40066  
  
 (502) 909-0920

**POLICY PERIOD:** FROM 03/03/2021 TO 03/03/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

INSURING AGREEMENTS	LIMIT OF INSURANCE Per Occurrence	DEDUCTIBLE AMOUNT Per Occurrence
Employee Theft (Blanket)	\$ 25,000	\$ 500
Forgery Or Alteration	\$ Not Covered	\$
Inside The Premises – Theft Of Money And Securities	\$ Not Covered	\$
Inside The Premises – Robbery Or Safe Burglary Of Other Property	\$ Not Covered	\$
Outside The Premises	\$ Not Covered	\$
Computer Fraud	\$ Not Covered	\$
Funds Transfer Fraud	\$ Not Covered	\$
Money Orders And Counterfeit Money	\$ Not Covered	\$
Coverage is provided only if an amount is shown opposite an Insuring Agreement. If "Not Covered" is inserted, such Insuring Agreement and any other reference thereto in this policy is deleted.		

POLICY OPTIONAL COVERAGES	LIMIT OF INSURANCE Per Occurrence	DEDUCTIBLE AMOUNT Per Occurrence
Include Designated Agents As Employees	View Form	View Form



SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
**Crime and Fidelity Coverage Part**  
DECLARATIONS

**POLICY NO. 20-CP-003338057-0**  
**INSURED: EASTPOINT PARK OFFICE CONDOMINIUM**  
**COUNCIL OF CO-OWNERS INC**

**EFFECTIVE DATE: 03/03/2021**  
**AGENCY: MCDANIEL INS AGENCY**

TERRORISM COVERAGE IS EXCLUDED.

<b>PREMIUM</b>	
CRIME AND FIDELITY PREMIUM	\$ 177
KY STATE SURCHARGE	\$ 3.19
CRIME AND FIDELITY TOTAL	\$ 180.19

**FORMS AND ENDORSEMENTS**  
**APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:**  
See Forms Schedule  
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THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.



PO Box 819  
 Appleton, WI 54912-0819  
 (920) 739-3161

SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
**Directors And Officers Liability Coverage Part**  
 DECLARATIONS

**POLICY NO. 20-CP-003338057-0**

**ACCOUNT NUMBER: 7543260**

**NAMED INSURED AND MAILING ADDRESS**

EASTPOINT PARK OFFICE CONDOMINIUM COUNCIL  
 OF CO-OWNERS INC  
 PO BOX 99115  
 LOUISVILLE, KY 40269

**AGENCY AND MAILING ADDRESS**

160128

MCDANIEL INS AGENCY  
 617 MAIN ST  
 PO BOX 1058  
 SHELBYVILLE, KY 40066  
  
 (502) 909-0920

**POLICY PERIOD:** FROM 03/03/2021 TO 03/03/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

**THE NAMED INSURED IS:** Corporation

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**CONDOMINIUM OR ASSOCIATION – DIRECTORS AND OFFICERS COVERAGE**

<b>LIMITS OF INSURANCE</b>	
Named Association: Eastpoint Park Office Condominium Council Of Co-Owners Inc	
Directors And Officers Each Claim Limit	\$ 1,000,000
Directors And Officers Aggregate Limit	\$ 1,000,000
Deductible – Each Claim	\$ 1,000
Retroactive Date:	
<b>THE CONDOMINIUM OR ASSOCIATION – DIRECTORS AND OFFICERS COVERAGE IS A CLAIMS-MADE COVERAGE. DEFENSE COSTS APPLY AGAINST THE LIMITS OF INSURANCE AND ARE SUBJECT TO THE DEDUCTIBLE.</b>	

**TERRORISM COVERAGE IS ACCEPTED**

ANNUAL CHARGE IS \$ 1

<b>PREMIUM</b>	
DIRECTORS AND OFFICERS LIABILITY PREMIUM	\$ 251
ADDITIONAL KY STATE SURCHARGE	\$ 4.52
DIRECTORS AND OFFICERS LIABILITY TOTAL	\$ 255.52

SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
**Directors And Officers Liability Coverage Part**  
DECLARATIONS

**POLICY NO. 20-CP-003338057-0**  
**INSURED: EASTPOINT PARK OFFICE CONDOMINIUM**  
**COUNCIL OF CO-OWNERS INC**

**EFFECTIVE DATE: 03/03/2021**  
**AGENCY: MCDANIEL INS AGENCY**

**FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS**

See Forms Schedule

**NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.**

**THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATIONS), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.**

**COMMERCIAL LINES INSURANCE PROVISIONS**  
This information page with "Policy Provisions" completes the below numbered

Company: **SECURA Insurance Company**

Policy Number: 20-CP-003338057-0	Account Number: 7543260
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Named Insured and Mailing Address

EASTPOINT PARK OFFICE CONDOMINIUM  
COUNCIL OF CO-OWNERS INC  
PO BOX 99115  
LOUISVILLE, KY 40269

Producer and Mailing Address

MCDANIEL INS AGENCY  
617 MAIN ST  
PO BOX 1058  
SHELBYVILLE, KY 40066

**OFFICER SIGNATURE PAGE**

In Witness Whereof, we have caused this policy to be executed and attested. If required by statute, it is countersigned by our authorized representative.



Secretary



President and CEO



PO Box 819  
 Appleton, WI 54912-0819  
 (920) 739-3161

SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
**Commercial Property Coverage Part**  
 KENTUCKY TAX SCHEDULE

**POLICY NO. 20-CP-003338057-0**

**ACCOUNT NUMBER: 7543260**  
**NAMED INSURED AND MAILING ADDRESS**

EASTPOINT PARK OFFICE CONDOMINIUM  
 COUNCIL OF CO-OWNERS INC  
 PO BOX 99115  
 LOUISVILLE, KY 40269

**AGENCY AND MAILING ADDRESS 160128**

MCDANIEL INS AGENCY  
 617 MAIN ST  
  
 SHELBYVILLE, KY 40066  
  
 (502) 909-0920

**POLICY PERIOD:** FROM 03/03/2021 TO 03/03/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

**KENTUCKY TAX SCHEDULE**

Unit/Coverage	Municipality	Code	Annual Premium	%	LGP Tax	Collection Fee	Subtotal	State Surcharge	Total Tax Paid
CUSTOM-COV			\$ 175	0	\$	\$	\$	\$ 3.15	\$ 3.15
EQUIP-POLICYWIDE			\$ 225	0	\$	\$	\$	\$ 4.05	\$ 4.05
SE_PROPERTY_WRAP			\$ 350	0	\$	\$	\$	\$ 6.30	\$ 6.30
BLDG_INFL_GUARD- LOCATION# 1-BUILDING# 1			\$ 8	0	\$	\$	\$	\$ .14	\$ .14
BSNS_INCOME_ALS_CO V-LOCATION# 1- BUILDING# 1			\$ 77	0	\$	\$	\$	\$ 1.39	\$ 1.39
BUILDING_COVERAGE- LOCATION# 1-BUILDING# 1			\$ 828	0	\$	\$	\$	\$ 14.90	\$ 14.90
EQUIP-BLDG-COMPANY- LOCATION# 1-BUILDING# 1			\$ 95	0	\$	\$	\$	\$ 1.71	\$ 1.71
TERRORISM-LOCATION# 1-BUILDING# 1			\$ 49	0	\$	\$	\$	\$ .88	\$ .88
BLDG_INFL_GUARD- LOCATION# 2-BUILDING# 1			\$ 8	0	\$	\$	\$	\$ .14	\$ .14
BUILDING_COVERAGE- LOCATION# 2-BUILDING# 1			\$ 819	0	\$	\$	\$	\$ 14.74	\$ 14.74
EQUIP-BLDG-COMPANY- LOCATION# 2-BUILDING# 1			\$ 82	0	\$	\$	\$	\$ 1.48	\$ 1.48
TERRORISM-LOCATION# 2-BUILDING# 1			\$ 46	0	\$	\$	\$	\$ .83	\$ .83

SECURA INSURANCE COMPANY  
**COMMERCIAL PROTECTION POLICY**  
**Commercial Property Coverage Part**  
 KENTUCKY TAX SCHEDULE

**POLICY NO. 20-CP-003338057-0**  
**INSURED: EASTPOINT PARK OFFICE**  
**CONDOMINIUM COUNCIL OF CO-OWNERS INC**

**EFFECTIVE DATE: 03/03/2021**  
**AGENT: MCDANIEL INS AGENCY**

Unit/Coverage	Municipality	Code	Annual Premium	%	LGP Tax	Collection Fee	Subtotal	State Surcharge	Total Tax Paid
BLDG_INFL_GUARD- LOCATION# 3-BUILDING# 1			\$ 8	0	\$	\$	\$	\$ .14	\$ .14
BUILDING_COVERAGE- LOCATION# 3-BUILDING# 1			\$ 819	0	\$	\$	\$	\$ 14.74	\$ 14.74
EQUIP-BLDG-COMPANY- LOCATION# 3-BUILDING# 1			\$ 82	0	\$	\$	\$	\$ 1.48	\$ 1.48
TERRORISM-LOCATION# 3-BUILDING# 1			\$ 46	0	\$	\$	\$	\$ .83	\$ .83
BLDG_INFL_GUARD- LOCATION# 4-BUILDING# 1			\$ 12	0	\$	\$	\$	\$ .22	\$ .22
BUILDING_COVERAGE- LOCATION# 4-BUILDING# 1			\$ 1,231	0	\$	\$	\$	\$ 22.16	\$ 22.16
EQUIP-BLDG-COMPANY- LOCATION# 4-BUILDING# 1			\$ 137	0	\$	\$	\$	\$ 2.47	\$ 2.47
TERRORISM-LOCATION# 4-BUILDING# 1			\$ 76	0	\$	\$	\$	\$ 1.37	\$ 1.37
BLDG_INFL_GUARD- LOCATION# 5-BUILDING# 1			\$ 12	0	\$	\$	\$	\$ .22	\$ .22
BUILDING_COVERAGE- LOCATION# 5-BUILDING# 1			\$ 1,132	0	\$	\$	\$	\$ 20.38	\$ 20.38
EQUIP-BLDG-COMPANY- LOCATION# 5-BUILDING# 1			\$ 124	0	\$	\$	\$	\$ 2.23	\$ 2.23
TERRORISM-LOCATION# 5-BUILDING# 1			\$ 68	0	\$	\$	\$	\$ 1.22	\$ 1.22
BLDG_INFL_GUARD- LOCATION# 6-BUILDING# 1			\$ 10	0	\$	\$	\$	\$ .18	\$ .18
BUILDING_COVERAGE- LOCATION# 6-BUILDING# 1			\$ 969	0	\$	\$	\$	\$ 17.44	\$ 17.44
EQUIP-BLDG-COMPANY- LOCATION# 6-BUILDING# 1			\$ 101	0	\$	\$	\$	\$ 1.82	\$ 1.82
TERRORISM-LOCATION# 6-BUILDING# 1			\$ 56	0	\$	\$	\$	\$ 1.01	\$ 1.01
BLDG_INFL_GUARD- LOCATION# 7-BUILDING# 1			\$ 9	0	\$	\$	\$	\$ .16	\$ .16
BUILDING_COVERAGE- LOCATION# 7-BUILDING# 1			\$ 946	0	\$	\$	\$	\$ 17.03	\$ 17.03
EQUIP-BLDG-COMPANY- LOCATION# 7-BUILDING# 1			\$ 99	0	\$	\$	\$	\$ 1.78	\$ 1.78
TERRORISM-LOCATION# 7-BUILDING# 1			\$ 55	0	\$	\$	\$	\$ .99	\$ .99

SECURA INSURANCE COMPANY  
**COMMERCIAL PROTECTION POLICY**  
**Commercial Property Coverage Part**  
 KENTUCKY TAX SCHEDULE

**POLICY NO. 20-CP-003338057-0**  
**INSURED: EASTPOINT PARK OFFICE**  
**CONDOMINIUM COUNCIL OF CO-OWNERS INC**

**EFFECTIVE DATE: 03/03/2021**  
**AGENT: MCDANIEL INS AGENCY**

Unit/Coverage	Municipality	Code	Annual Premium	%	LGP Tax	Collection Fee	Subtotal	State Surcharge	Total Tax Paid
BLDG_INFL_GUARD- LOCATION# 8-BUILDING# 1			\$ 9	0	\$	\$	\$	\$ .16	\$ .16
BUILDING_COVERAGE- LOCATION# 8-BUILDING# 1			\$ 946	0	\$	\$	\$	\$ 17.03	\$ 17.03
EQUIP-BLDG-COMPANY- LOCATION# 8-BUILDING# 1			\$ 99	0	\$	\$	\$	\$ 1.78	\$ 1.78
TERRORISM-LOCATION# 8-BUILDING# 1			\$ 55	0	\$	\$	\$	\$ .99	\$ .99
BLDG_INFL_GUARD- LOCATION# 9-BUILDING# 1			\$ 8	0	\$	\$	\$	\$ .14	\$ .14
BUILDING_COVERAGE- LOCATION# 9-BUILDING# 1			\$ 821	0	\$	\$	\$	\$ 14.78	\$ 14.78
EQUIP-BLDG-COMPANY- LOCATION# 9-BUILDING# 1			\$ 84	0	\$	\$	\$	\$ 1.51	\$ 1.51
TERRORISM-LOCATION# 9-BUILDING# 1			\$ 47	0	\$	\$	\$	\$ .85	\$ .85

State Surcharge	\$	194.82
Total Tax Paid	\$	194.82



PO Box 819  
 Appleton, WI 54912-0819  
 (920) 739-3161

SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
**Commercial General Liability Coverage Part**  
 KENTUCKY TAX SCHEDULE

**POLICY NO. 20-CP-003338057-0**

**ACCOUNT NUMBER: 7543260**

**NAMED INSURED AND MAILING ADDRESS**

EASTPOINT PARK OFFICE CONDOMINIUM COUNCIL  
 OF CO-OWNERS INC  
 PO BOX 99115  
 LOUISVILLE, KY 40269

**AGENCY AND MAILING ADDRESS**

160128

MCDANIEL INS AGENCY  
 617 MAIN ST  
 PO BOX 1058  
 SHELBYVILLE, KY 40066  
  
 (502) 909-0920

**POLICY PERIOD:** FROM 03/03/2021 TO 03/03/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

**KENTUCKY TAX SCHEDULE**

Unit/Coverage	Municipality	Code	Annual Premium	%	LGP Tax	Collection Fee	Subtotal	State Surcharge	Total Tax Paid
ADDITIONAL INTEREST - 1			\$ 50	0	\$	\$	\$	\$ .90	\$ .90
GENERAL LIABILITY WRAP - 1			\$ 100	0	\$	\$	\$	\$ 1.80	\$ 1.80
HIRED AUTO AND NON-OWNED LIABILITY - 1			\$ 125	0	\$	\$	\$	\$ 2.25	\$ 2.25
PREM&PROD-62000-1			\$ 1,344	0	\$	\$	\$	\$ 24.19	\$ 24.19

State Surcharge	\$	29.14
Total Tax Paid	\$	29.14



SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
**Crime and Fidelity Coverage Part**  
 KENTUCKY TAX SCHEDULE

**POLICY NO. 20-CP-003338057-0**

**ACCOUNT NUMBER: 7543260**

**NAMED INSURED AND MAILING ADDRESS**

EASTPOINT PARK OFFICE CONDOMINIUM COUNCIL  
 OF CO-OWNERS INC  
 PO BOX 99115  
 LOUISVILLE, KY 40269

**AGENCY AND MAILING ADDRESS**

160128

MCDANIEL INS AGENCY  
 617 MAIN ST  
  
 SHELBYVILLE, KY 40066  
  
 (502) 909-0920

**POLICY PERIOD:** FROM 03/03/2021 TO 03/03/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

**KENTUCKY TAX SCHEDULE**

Unit/Coverage	Municipality	Code	Annual Premium	%	LGP Tax	Collection Fee	Subtotal	State Surcharge	Total Tax Paid
CR 25 02			\$ 70	0	\$	\$	\$	\$ 1.26	\$ 1.26
Employee Theft (Blanket)			\$ 107	0	\$	\$	\$	\$ 1.93	\$ 1.93

	State Surcharge	\$ 3.19
	Total Tax Paid	\$ 3.19



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SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
**Directors and Officers Liability Coverage Part**  
 KENTUCKY TAX SCHEDULE

**POLICY NO. 20-CP-003338057-0**

**ACCOUNT NUMBER: 7543260**

**NAMED INSURED AND MAILING ADDRESS**

**AGENCY AND MAILING ADDRESS 160128**

EASTPOINT PARK OFFICE CONDOMINIUM COUNCIL  
 OF CO-OWNERS INC  
 PO BOX 99115  
 LOUISVILLE, KY 40269

MCDANIEL INS AGENCY  
 617 MAIN ST  
 PO BOX 1058  
 SHELBYVILLE, KY 40066  
 (502) 909-0920

**POLICY PERIOD:** FROM 03/03/2021 TO 03/03/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

**KENTUCKY TAX SCHEDULE**

Unit/Coverage	Municipality	Code	Annual Premium	%	LGP Tax	Collection Fee	Subtotal	State Surcharge	Total Tax Paid
CONDOMINIUM OR ASSOCIATION			\$ 250		\$	\$	\$	\$ 4.50	\$ 4.50
TERRORISM			\$ 1		\$	\$	\$	\$ .02	\$ .02
								State Surcharge	\$ 4.52
								Total Tax Paid	\$ 4.52



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SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
 FORM SCHEDULE

**POLICY NO. 20-CP-003338057-0**

**ACCOUNT NUMBER: 7543260**

**NAMED INSURED AND MAILING ADDRESS**

**AGENCY AND MAILING ADDRESS 160128**

EASTPOINT PARK OFFICE CONDOMINIUM COUNCIL  
 OF CO-OWNERS INC  
 PO BOX 99115  
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**POLICY PERIOD:** FROM 03/03/2021 TO 03/03/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

**NOTE: IF NO ENTRY APPEARS ON THE FOLLOWING ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT**

INTERLINE FORMS		APPLICABLE COVERAGE PARTS
CG 2170 0115	Cap On Losses From Certified Acts of Terrorism	Directors And Officers Liability, General Liability
CG 2187 0115	Conditional Exclusion Of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)	Directors And Officers Liability, General Liability
CG2169 0102	War Or Terrorism Exclusion	Directors And Officers Liability, General Liability
IL0003 0908	Calculation of Premium	Crime And Fidelity
IL0017 1198	Common Policy Conditions	Crime And Fidelity, Directors And Officers Liability, General Liability, Commercial Property
IL0021 0908	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	General Liability
IL0030 0106	Exclusion Of Terrorism	Crime And Fidelity, Commercial Property
IL0935 0702	Exclusion Of Certain Computer-Related Losses	Crime And Fidelity, Commercial Property
IL0952 0115	Cap On Losses From Certified Acts Of Terrorism	Commercial Property
IL0995 0107	Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act)	Commercial Property
ILE 0020 2101	SECURA Insurance Mutual Holding Company Participation Provisions	Crime And Fidelity, Directors And Officers Liability, General Liability, Commercial Property

SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
 FORM SCHEDULE

**POLICY NO. 20-CP-003338057-0**  
**INSURED: EASTPOINT PARK OFFICE CONDOMINIUM**  
**COUNCIL OF CO-OWNERS INC**

**EFFECTIVE DATE: 03/03/2021**  
**AGENCY: MCDANIEL INS AGENCY**

<b>INTERLINE FORMS</b>		<b>APPLICABLE COVERAGE PARTS</b>
ILE 0195 1301	Asbestos Exclusion	General Liability
ILE 0196 1301	Lead Liability Exclusion	General Liability
ILE 1002 1910	Company Contact Information - Policyholder Notice	Crime And Fidelity, Directors And Officers Liability, General Liability, Commercial Property
ILE 4000 1204	Liberalization	Crime And Fidelity, Directors And Officers Liability, General Liability, Commercial Property
ILE 4005 1301	Coverage Part Amendatory Endorsement	Directors And Officers Liability
ILE 7000 0301	Multiple Deductible Coordination	Crime And Fidelity, General Liability, Commercial Property
ILE 0465 1301	Two or More Coverage Forms or Policies Issued by Us	General Liability
PLI 2020 2101	Notice Regarding Your Policies With SECURA	Crime And Fidelity, Directors And Officers Liability, General Liability, Commercial Property
PLI 4001 2101	Disclosure Pursuant To Terrorism Risk Insurance Act Terrorism Coverage Notice	Directors And Officers Liability, General Liability, Commercial Property
PLI 5095 2101	Important Information about your policy -SECURA Insurance Companies Restructuring	Crime And Fidelity, Directors And Officers Liability, General Liability, Commercial Property
IL0263 0908	Kentucky Changes - Cancellation And Nonrenewal	Crime And Fidelity, Directors And Officers Liability, General Liability, Commercial Property

<b>COMMERCIAL PROPERTY FORMS</b>	
CP0010 0607	Building And Personal Property Coverage Form
CP0030 0607	Business Income (And Extra Expense) Coverage Form
CP0090 0788	Commercial Property Conditions
CP0140 0706	Exclusion Of Loss Due To Virus Or Bacteria
CP1030 0607	Causes Of Loss - Special Form
CP1032 0808	Water Exclusion Endorsement
CP1504 0607	Discretionary Payroll Expense
CPE 0100 1301	Computer Amendatory
CPE 0696 1301	Water Back-up and Sump Overflow
CPE 1036 1305	Limitations on Coverage For Roof Surfacing
CPE 1555 1301	Business Income - Actual Loss Sustained
CPT 9000 1301	Universal Wrap Schedule
CPT 9099 1301	Universal Wrap Coverage Form
HSB 5000 1301	Equipment Breakdown Wrap-Causes of Loss - Breakdown
CP0166 0900	Kentucky Changes

<b>COMMERCIAL GENERAL LIABILITY FORMS</b>	
CG0001 1207	Commercial General Liability Coverage Form
CG0068 0509	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion

SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
FORM SCHEDULE

**POLICY NO. 20-CP-003338057-0**  
**INSURED: EASTPOINT PARK OFFICE CONDOMINIUM**  
**COUNCIL OF CO-OWNERS INC**

**EFFECTIVE DATE: 03/03/2021**  
**AGENCY: MCDANIEL INS AGENCY**

**COMMERCIAL GENERAL LIABILITY FORMS**

CG2004 1185	Additional Insured - Condominium Unit Owners
CG2026 0704	Additional Insured - Designated Person Or Organization
CG2144 0417	Limitation Of Coverage To Designated Premises, Project Or Operation
CG2147 1207	Employment-Related Practices Exclusion
CG2153 0196	Exclusion - Designated Ongoing Operations
CG2162 0998	Exclusion - Year 2000 Computer-Related and Other Electronic Problems - With Exception for Bodily Injury on Your Premises
CG2167 1204	Fungi Or Bacteria Exclusion
CG2426 0704	Amendment Of Insured Contract Definition
CGE 0404 1301	Hired Auto And Nonowned Auto Liability
CGE 1000 1801	General Liability Amendatory
CGT 1000 1301	General Liability Wrap

**CRIME AND FIDELITY FORMS**

CR0021 0506	Commercial Crime Coverage Form (Loss Sustained Form)
CR2502 1010	Include Designated Agents As Employees
CR0253 1010	Kentucky Changes - Termination Of Employee
CR0275 0211	Kentucky Changes - Binding Arbitration

**DIRECTORS AND OFFICERS LIABILITY FORMS**

CDO 1000 1301	Condominium or Association - Directors And Officers Liability Coverage
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

### **A. Applicability Of The Provisions Of This Endorsement**

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
  - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or
  - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
    - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
    - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
- (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
2. If the provisions of this endorsement become applicable, such provisions:
  - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
  - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

C. The following exclusion is added:

#### **EXCLUSION OF TERRORISM**

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

- a. Physical injury that involves a substantial risk of death; or
- b. Protracted and obvious physical disfigurement; or
- c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **C.5.** or **C.6.** are exceeded.

With respect to this Exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAR OR TERRORISM EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A.** Exclusion i. under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

#### **2. Exclusions**

This insurance does not apply to:

##### **i. War Or Terrorism**

"Bodily injury" or "property damage" arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- (4) "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism"

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

However, with respect to "terrorism", this exclusion only applies if one or more of the following are attributable to an incident of "terrorism":

- (1) The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions ; or
- (2) Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - (a) Physical injury that involves a substantial risk of death; or
  - (b) Protracted and obvious physical disfigurement; or
  - (c) Protracted loss of or impairment of the function of a bodily member or organ; or
- (3) The "terrorism" involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- (4) The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

- (5) Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Paragraphs (1) and (2), immediately preceding, describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether the Terrorism Exclusion will apply to that incident. When the Terrorism Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part.

In the event of any incident of "terrorism" that is not subject to the Terrorism Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

Multiple incidents of "terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**War Or Terrorism**

"Personal and advertising injury" arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or

- (4) "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the injury.

However, with respect to "terrorism", this exclusion only applies if one or more of the following are attributable to an incident of "terrorism":

- (1) The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions ; or
- (2) Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - (a) Physical injury that involves a substantial risk of death; or
  - (b) Protracted and obvious physical disfigurement; or
  - (c) Protracted loss of or impairment of the function of a bodily member or organ; or
- (3) The "terrorism" involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- (4) The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

- (5) Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Paragraphs (1) and (2), immediately preceding, describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether the Terrorism Exclusion will apply to that incident. When the Terrorism Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part.

In the event of any incident of "terrorism" that is not subject to the Terrorism Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

Multiple incidents of "terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- C. Exclusion h. under Paragraph 2., **Exclusions of Section I – Coverage C – Medical Payments** does not apply.

- D. The following definition is added to the **Definitions** Section:

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
  - a. Use or threat of force or violence; or
  - b. Commission or threat of a dangerous act; or
  - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
  - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
    - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
    - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
    - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:
 

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

- BOILER AND MACHINERY COVERAGE PART
- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM
- FARM COVERAGE PART
- GOVERNMENT CRIME COVERAGE FORM
- STANDARD PROPERTY POLICY

### SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph C) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part or Policy
Illinois	Commercial Property Coverage Part
Iowa	Commercial Property Coverage Part
Missouri	Commercial Property Coverage Part
Wisconsin	Commercial Property Coverage Part
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.  
 "Terrorism" means activities against persons, organizations or property of any nature:
1. That involve the following or preparation for the following:
    - a. Use or threat of force or violence; or
    - b. Commission or threat of a dangerous act; or
    - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
  2. When one or both of the following applies:
    - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
    - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.



B. The following exclusion is added:

**EXCLUSION OF TERRORISM**

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this item **B.5.**, the immediately preceding paragraph describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Coverage Part or Policy.

**C. Exception Covering Certain Fire Losses**

The following exception to the Exclusion Of Terrorism applies only if indicated and as indicated in the Schedule of this endorsement.

If "terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

**D. Application Of Other Exclusions**

1. When the Exclusion Of Terrorism applies in accordance with the terms of **B.1.** or **B.2.**, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES**

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
    - a.** Any of the following, whether belonging to any insured or to others:
      - (1)** Computer hardware, including microprocessors;
      - (2)** Computer application software;
      - (3)** Computer operating systems and related software;
      - (4)** Computer networks;
      - (5)** Microprocessors (computer chips) not part of any computer system; or
      - (6)** Any other computerized or electronic equipment or components; or
    - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;
 

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
  - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
  - 2.** Under the Commercial Property Coverage Part:
    - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or
    - b.** In a Covered Cause of Loss under the Causes Of Loss – Basic Form or the Causes Of Loss – Broad Form;
 

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 STANDARD PROPERTY POLICY

### **A. Cap On Certified Terrorism Losses**

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

### **B. Application Of Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONDITIONAL EXCLUSION OF TERRORISM  
(RELATING TO DISPOSITION OF FEDERAL  
TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

- BOILER AND MACHINERY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM
- FARM COVERAGE PART
- STANDARD PROPERTY POLICY

**SCHEDULE**

The <b>Exception Covering Certain Fire Losses</b> (Paragraph D.) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:	
State(s)	Coverage Form, Coverage Part Or Policy
Illinois	Commercial Property Coverage Part
Iowa	Commercial Property Coverage Part
Missouri	Commercial Property Coverage Part
Wisconsin	Commercial Property Coverage Part
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Applicability Of The Provisions Of This Endorsement**

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

- a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Form, Coverage Part or Policy; or

- b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
  - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
  - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
  - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
- 2. If the provisions of this endorsement become applicable, such provisions:
  - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to loss or damage from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and
  - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
- 3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.
- B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
  - a. Use or threat of force or violence; or
  - b. Commission or threat of a dangerous act; or
  - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
  - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- C. The following exclusion is added:

#### **EXCLUSION OF TERRORISM**

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this Item **C.5.**, the immediately preceding paragraph describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Coverage Part or Policy.

#### **D. Exception Covering Certain Fire Losses**

The following exception to the Exclusion Of Terrorism applies only if indicated and as indicated in the Schedule of this endorsement.

If "terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

#### **E. Application Of Other Exclusions**

1. When the Exclusion Of Terrorism applies in accordance with the terms of **C.1.** or **C.2.**, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

# **SECURA INSURANCE MUTUAL HOLDING COMPANY PARTICIPATION PROVISIONS**

## **MEMBERSHIP AND VOTING**

As a member of SECURA Insurance Mutual Holding Company, you are entitled to one vote at all meetings either in person or by proxy, on each issue that comes before meetings of the members. You can only cast one vote regardless of the number of policies or coverage you purchased. If two or more persons qualify as a member under a single policy, they are considered one member for purposes of voting. The owner of a group policy will have one vote regardless of the number of persons insured or coverage purchased. Fractional voting is not allowed. If you are a minor, any vote will be given to your parent or legal guardian.

## **ANNUAL MEETINGS**

The Annual Meetings are held at the Home Office: 1500 Mutual Way, Neenah, Wisconsin, on the last Monday of April at 1:30 P.M. Central Standard Time. Notice in this policy shall be sufficient notification.

## **DIVIDENDS**

Policyholder dividends may be established by the Board of Directors upon such terms as the Board may determine consistent with applicable law. The decision to pay a dividend rests in the sole discretion of the Board of Directors. Policyholder dividends are not guaranteed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ASBESTOS EXCLUSION**

This Endorsement modifies insurance provided under the:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to the Parts shown above as follows:

This insurance does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” resulting directly or indirectly from asbestos. This exclusion applies both to any insured or to anyone for whom any insured may be held legally liable.

We will not pay for the cost or expense of clean-up, removal, testing, monitoring, containment, treatment or any other costs associated with the presence of asbestos.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **LEAD LIABILITY EXCLUSION**

This Endorsement Modifies Insurance Provided under the:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

The following exclusion is added to the Parts shown above as follows:

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" resulting directly or indirectly from lead. This exclusion applies both to any insured or to anyone for whom any insured may be held legally liable.

We will not pay for the cost or expense of clean-up, removal, testing, monitoring, containment, treatment or any other costs associated with the presence of lead.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## **COMPANY CONTACT INFORMATION**

### **Policyholder Notice**

We are taking the opportunity to advise you of SECURA's contact information:

Corporate Headquarters:                   **SECURA Insurance Companies**  
  **1500 Mutual Way**  
  **Neenah, Wisconsin 54956-5401**

Mailing Address:                               **PO Box 819**  
(For Payments, see Billing Invoice)   **Appleton, Wisconsin 54912-0819**

Corporate Headquarters Phone Number:   **800-558-3405 (CT/ET)**  
  **866-356-7870 (MT/PT)**

Middleton Office Phone Number:           **877-705-7589**

Claims Phone Number:                       **800-318-2136 (CT/ET)**  
  **866-356-7870 (MT/PT)**

Website Address:                              <https://www.secura.net>

If you have any questions or concerns, please contact your agent.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## **LIBERALIZATION**

With respect to coverage provided by this Endorsement, the following is added to the Policy and supersedes any provisions to the contrary:

If we revise this Coverage Part to provide more coverage under this insurance without additional premium, your policy will automatically provide the additional coverage to any covered loss that occurs on or after the day the revision is effective in your state. This extension of broadened coverage does not apply to any claims involving either:

- (1) continuing or progressive damages, or
- (2) a series of related incidents,

if the first damage or first incident occurs prior to the day the revision is effective in your state.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## **COVERAGE PART AMENDATORY ENDORSEMENT**

Any state amendatory endorsement which is listed in the Declarations as applicable to this Coverage Part is extended to also modify this Coverage Part. Modifications shown in the amendatory endorsement to titled sections in the Commercial General Liability Coverage Part are modified to also apply to similarly titled sections in this Coverage Part.

For the purposes of this endorsement, a state amendatory endorsement means any state cancellation, non-renewal or amendatory endorsement which begins with an IL, ILE, CG or CGE prefix and is shown on the Declarations for this Coverage Part.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

## **MULTIPLE DEDUCTIBLE COORDINATION**

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

### **COMMERCIAL PROTECTION POLICY BUSINESS PROTECTOR POLICY**

Subject to the provisions of the Property, Inland Marine, and Crime Divisions of the policies above, and this endorsement, the following changes apply:

All deductibles will apply to each coverage part within the policy. The total amount deducted from all damages for any single applicable occurrence, event, or accident will not exceed the largest applicable deductible.

All other coverage terms and conditions shall apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US A Single Limit Applies**

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY PART  
BUSINESS AUTO COVERAGE PART  
GARAGE COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

With respect to coverage provided by this Endorsement, the provisions of the Coverage Part apply unless modified by the Endorsement.

The following Condition is added:

### **Coordinated Liability Condition**

We, or any company affiliated with us, may issue two or more insurance policies for you or any company affiliated with you. These policies may provide coverage for:

- a.** Claims or "suit" arising from the same continuous, repeated or related set of factual circumstances; or
- b.** Persons or organizations covered in those policies that are jointly and severally liable.

The various forms, coverage parts or policies issued to you, or any company affiliated with you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim or "suit". If any form, coverage part or policy issued to you, or any company affiliated with you by us, or any company affiliated with us, apply to the same loss, claim, accident, "occurrence", offense, wrongful act, abusive conduct, incident, event, upset or similar happening; whether defined in similar manner or not in each policy, the maximum Limit of Insurance under all such forms, coverage parts or policies combined shall not exceed the highest single Limit of Insurance under any applicable coverage part or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.



## **NOTICE REGARDING YOUR POLICIES WITH SECURA**

Thank you for choosing SECURA Insurance as your insurance provider. SECURA is a service-focused, relationship-driven mutual property and casualty insurance company operating through independent agents. Our vision is to be the company of choice for agents, policyholders, and associates.

SECURA Insurance Mutual Holding Company currently maintains two insurance underwriting companies: SECURA Insurance Company and SECURA Supreme Insurance Company. The companies share resources and your policy coverages between the two companies are similar, although pricing may vary. Both companies are stock affiliated subsidiaries providing its member policyholders voting rights at its annual meeting. SECURA Insurance Company and SECURA Supreme Insurance Company are pooled companies. They share the same financial strength and are rated "A" Excellent by A.M. Best.

As a policyholder, your renewal policy may be offered through either SECURA underwriting company. The reasons could include different pricing structure or different underwriting guidelines that may better fit your account at renewal. Any movement between companies would only occur at policy expiration/renewal.

You will be able to determine which company is offering the continued coverage by looking at your Premium Invoice and policy Declarations.

If you ever have any questions regarding your policy, please contact your insurance agent.



THIS NOTICE IS PART OF YOUR POLICY. PLEASE READ IT CAREFULLY.

## Disclosure Pursuant To Terrorism Risk Insurance Act Terrorism Coverage Notice

Welcome to SECURA. Thank you for the opportunity to protect you with solid, reliable insurance for your business.

The Terrorism Risk Insurance Program Reauthorization Act mandates that we make certain terrorism insurance available to specified policyholders provides instructions on how policyholders can respond, and specifies methods of potential future surcharges.

### Terrorism-Related Losses

You should know that coverage provided by this policy for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. When the Insured Losses occurring in a calendar year exceed \$200,000,000 the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible. However, your policy may contain other provisions, limitations and exclusions which might affect your coverage, such as exclusion for nuclear events. Some losses resulting from certified acts of terrorism are not covered. Read your policy carefully. The premium charged for this coverage does not include any charges for the portion of loss covered by the federal government.

### Cap On Our Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Calendar Year and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

### Policy Types Excluded

The following lines of insurance are not covered by the Act:

- Commercial Auto policies
- Commercial Crime And Fidelity Coverage Part of any policy
- Employment Practices Liability or Professional Liability Claims-Made Coverage Parts of any policy.
- Farmowners policies

Statutory terrorism coverage is excluded and not available for these lines of insurance.

### Premium For Terrorism Risk Insurance Act Coverage

The premium for statutory terrorism coverage on this policy is shown as a separate item on the policy declarations page or disclosure schedule.

### Federal Recoupment Provisions

The funding for the portion of loss covered by the federal government is under the direction of the U.S. Treasury Department. General tax revenues are initially used; however, partial recovery is allowed via a policyholder surcharge.

**The current Federal Recoupment Surcharge is 0%.**

The Federal Recoupment can be instituted at any time and applies even if you reject the statutory coverage.

### Conditional Exclusions Continue To Apply

The Terrorism Risk Insurance Program Reauthorization Act extends the provision to offer terrorism coverage for a limited period of time. The continuation of coverage beyond that sunset period will be determined in the future by Congress. The attached Conditional Exclusion of Terrorism endorsements become part of your policy. The provisions apply as follows:

**If the Act**, including federal funding, **is extended** with essentially similar terms the current terrorism coverage continues without change beyond the current expiration.



**If the Act**, including federal funding, **is not extended** with essentially similar terms, and the Act is allowed to expire, then the Conditional Exclusion endorsements supersede the terrorism endorsements upon expiration of the Act. The policy will then not pay for terrorism when one or more of the following is attributed to an incident of terrorism:

- Nuclear, biological, chemical, or radioactive materials are released or dispersed.
- Damages to all types of property in the coverage territory exceed \$25 million. Your state law may require an exception covering certain fire losses.

Your workers compensation policy will continue to provide coverage for losses dictated by state law subject to all terms, definitions, exclusions and conditions in your policy.

**Please carefully read the policy, including any Conditional Exclusion of Terrorism endorsements which are part of your policy.**

### **Terrorism Coverage Pricing**

The terrorism coverage pricing for any policy term that will take effect immediately prior to the expiration of the Act contemplates the partial period of coverage. We will not charge more premium if the Act is extended again. We will not return premium if the Act is allowed to expire.

### **Help Is Just A Phone Call Away**

To explore all coverage and pricing opportunities available to you, or if you have questions concerning your rights, we encourage you to contact your SECURA agent.



## **Important Information about your policy - SECURA Insurance Companies Restructuring**

Effective January 1, 2021, SECURA reorganized under Wisconsin law into a mutual holding company structure. As a result of this restructuring, "SECURA INSURANCE, A Mutual Company" became "SECURA Insurance Company," a member company of SECURA Insurance Mutual Holding Company, and all policies are amended as follows:

### **1. Name Change**

All references to SECURA INSURANCE, A Mutual Company are changed to SECURA Insurance Company wherever occurring in your policy or any future notices affecting your policy.

All references to "we", "us", or "our" wherever occurring in your policy shall mean SECURA Insurance Company.

### **2. Membership Meetings and Voting.** The following language replaces any Membership, Voting, Annual Meeting, and Participation provisions in your policy:

#### **MEMBERSHIP AND VOTING**

As a member of SECURA Insurance Mutual Holding Company, you are entitled to one vote at all meetings either in person or by proxy, on each issue that comes before meetings of the members. You can only cast one vote regardless of the number of policies or coverage you purchased. If two or more persons qualify as a member under a single policy, they are considered one member for purposes of voting. The owner of a group policy will have one vote regardless of the number of persons insured or coverage purchased. Fractional voting is not allowed. If you are a minor, any vote will be given to your parent or legal guardian.

#### **ANNUAL MEETINGS**

The Annual Meetings are held at the Home Office: 1500 Mutual Way, Neenah, Wisconsin, on the last Monday of April at 1:30 P.M. Central Standard Time.

### **3. Dividends.** Policyholder dividends may be established by the Board of Directors upon such terms as the Board may determine consistent with applicable law. The decision to pay a dividend rests in the sole discretion of the Board of Directors. Policyholder dividends are not guaranteed.

This notice does not provide coverage. If there is any conflict between the policy and this notice, the provisions of the policy apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **KENTUCKY CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 FARM UMBRELLA LIABILITY POLICY  
 LIQUOR LIABILITY COVERAGE PART  
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A.** Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

**2. Cancellation Of Policies In Effect For 60 Days Or Less**

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.

**B.** The following is added to the **Cancellation** Common Policy Condition:

**7. Cancellation Of Policies In Effect For More Than 60 Days**

**a.** If this policy has been in effect for more than 60 days or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

(3) Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;

(4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;

(5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

(6) We are unable to reinsure the risk covered by the policy; or

(7) A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.

- b. If we cancel this policy based on Paragraph 7.a. above, we will mail or deliver a written notice of cancellation to the first Named Insured, stating the reason for cancellation, at least:
  - (1) 14 days before the effective date of the cancellation, if cancellation is for non-payment of premium; or
  - (2) 75 days before the effective date of the cancellation, if cancellation is for any reason stated in 7.a.(2) through 7.a.(7) above.
- C. The following is added and supersedes any provision to the contrary:

**NONRENEWAL**

- 1. For the purpose of this Condition:
  - a. Any policy period or term of less than six months shall be considered to be a policy period or term of six months; and
  - b. Any policy period or term of more than one year or any policy with no fixed expiration date shall be considered a policy period or term of one year.
- 2. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, at the last mailing address known to us, at least 75 days before the expiration date of the policy period.

- 3. If notice of nonrenewal is not provided pursuant to this Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accepted replacement coverage with another insurer, or until you have agreed to the nonrenewal.
- 4. If we mail or deliver a renewal notice to the first Named Insured at least 30 days before the end of the policy period, stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.
- 5. If this policy terminates because the renewal premium has not been received by the due date, we will, within 15 days, mail or deliver to the first Named Insured at his last known address a notice that the policy was not renewed and the date it was terminated.
- 6. If notice is mailed, proof of mailing is sufficient proof of notice.

# BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section H., Definitions.

## A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

### 1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, **A.1.**, and limited in **A.2.**, Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

**a. Building**, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
  - (a) Machinery and
  - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
  - (a) Fire-extinguishing equipment;
  - (b) Outdoor furniture;
  - (c) Floor coverings; and
  - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (5) If not covered by other insurance:
  - (a) Additions under construction, alterations and repairs to the building or structure;

**(b)** Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

**b. Your Business Personal Property** located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the Your Business Personal Property – Separation Of Coverage form:

- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Labor, materials or services furnished or arranged by you on personal property of others;
- (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
  - (a) Made a part of the building or structure you occupy but do not own; and
  - (b) You acquired or made at your expense but cannot legally remove;
- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

**c. Personal Property Of Others** that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

**2. Property Not Covered**

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
  - (1) The lowest basement floor; or
  - (2) The surface of the ground, if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns;
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;

- n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, n., does not apply to your "stock" of prepackaged software;
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;
- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
  - (1) Are licensed for use on public roads; or
  - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;
- (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
- (c) Rowboats or canoes out of water at the described premises; or
- (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers;

- q. The following property while outside of buildings:
  - (1) Grain, hay, straw or other crops;
  - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.

**3. Covered Causes Of Loss**

See applicable Causes Of Loss Form as shown in the Declarations.

**4. Additional Coverages**

**a. Debris Removal**

- (1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
  - (a) Extract "pollutants" from land or water; or
  - (b) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
  - (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
  - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.
- (4) We will pay up to an additional \$10,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
- (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$10,000.

**(5) Examples**

The following examples assume that there is no Coinsurance penalty.

**EXAMPLE #1**

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 50,000
Amount of Loss Payable:	\$ 49,500
	(\$50,000 – \$500)
Debris Removal Expense:	\$ 10,000
Debris Removal Expense Payable:	\$ 10,000
	(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

**EXAMPLE #2**

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 80,000
Amount of Loss Payable:	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense:	\$ 30,000
Debris Removal Expense Payable	
Basic Amount:	\$ 10,500
Additional Amount:	\$ 10,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$30,000) exceeds 25% of the loss payable plus the deductible (\$30,000 is 37.5% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$30,000 = \$109,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$10,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$20,500; \$9,500 of the debris removal expense is not covered.

**b. Preservation Of Property**

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

**c. Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000, unless a higher limit is shown in the Declarations, for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

**d. Pollutant Clean-up And Removal**

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

**e. Increased Cost Of Construction**

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with enforcement of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(9) of this Additional Coverage.
- (3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises, and is in force at the time of loss.



(4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:

- (a) You were required to comply with before the loss, even when the building was undamaged; and
- (b) You failed to comply with.

(5) Under this Additional Coverage, we will not pay for:

- (a) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
- (b) Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

(6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of: \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.

The amount payable under this Additional Coverage is additional insurance.

(7) With respect to this Additional Coverage:

- (a) We will not pay for the Increased Cost of Construction:
  - (i) Until the property is actually repaired or replaced, at the same or another premises; and

- (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

- (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the same premises.

- (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the new premises.

(8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.

(9) The costs addressed in the Loss Payment and Valuation Conditions, and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of an ordinance or law. The amount payable under this Additional Coverage, as stated in e.(6) of this Additional Coverage, is not subject to such limitation.

#### f. Electronic Data

(1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data.

(2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.

(3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:

- (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
- (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.
- (c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.
- (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

(4) The most we will pay under this Additional Coverage, Electronic Data, is \$2,500 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

## 5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

### a. Newly Acquired Or Constructed Property

#### (1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
  - (i) Similar use as the building described in the Declarations; or
  - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

#### (2) Your Business Personal Property

- (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:
  - (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;
  - (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
  - (iii) Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

- (b) This Extension does not apply to:
  - (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
  - (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

**(3) Period Of Coverage**

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

**b. Personal Effects And Property Of Others**

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

**c. Valuable Papers And Records (Other Than Electronic Data)**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) If the Causes Of Loss – Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
- (3) If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.
- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

**d. Property Off-premises**

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
  - (a) Temporarily at a location you do not own, lease or operate;
  - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
  - (c) At any fair, trade show or exhibition.

- (2) This Extension does not apply to property:
  - (a) In or on a vehicle; or
  - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$10,000.

**e. Outdoor Property**

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

**f. Non-owned Detached Trailers**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
  - (a) The trailer is used in your business;
  - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
  - (c) You have a contractual responsibility to pay for loss or damage to the trailer.

- (2) We will not pay for any loss or damage that occurs:
  - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
  - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

**B. Exclusions And Limitations**

See applicable Causes Of Loss Form as shown in the Declarations.

**C. Limits Of Insurance**

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) of Insurance shown in the Declarations for any other coverage:

- 1. Fire Department Service Charge;
- 2. Pollutant Clean-up And Removal;
- 3. Increased Cost Of Construction; and
- 4. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

#### D. Deductible

In any one occurrence of loss or damage (herein after referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

#### EXAMPLE #1

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance – Building #1:	\$ 60,000
Limit of Insurance – Building #2:	\$ 80,000
Loss to Building #1:	\$ 60,100
Loss to Building #2:	\$ 90,000

The amount of loss to Building #1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building #1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building #1:

$$\begin{array}{r} \$ 60,100 \\ - \quad 250 \\ \hline \end{array}$$

\$ 59,850 Loss Payable – Building #1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building #2. Loss payable for Building #2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:

$$\$59,850 + \$80,000 = \$139,850$$

#### EXAMPLE #2

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example #1.

Loss to Building #1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building #2:	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable – Building #1:	\$ 60,000
(Limit of Insurance)	
Loss Payable – Building #2:	\$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	\$ 140,000

#### E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

##### 1. Abandonment

There can be no abandonment of any property to us.

##### 2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

### 3. Duties In The Event Of Loss Or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
  - (8) Cooperate with us in the investigation or settlement of the claim.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

### 4. Loss Payment

a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:

- (1) Pay the value of lost or damaged property;
- (2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;
- (3) Take all or any part of the property at an agreed or appraised value; or
- (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:
  - (1) We have reached agreement with you on the amount of loss; or
  - (2) An appraisal award has been made.

**h.** A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

## 5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

## 6. Vacancy

### a. Description Of Terms

- (1)** As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in **(1)(a)** and **(1)(b)** below:
  - (a)** When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

**(b)** When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

- (i)** Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or
- (ii)** Used by the building owner to conduct customary operations.

**(2)** Buildings under construction or renovation are not considered vacant.

### b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

- (1)** We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:
  - (a)** Vandalism;
  - (b)** Sprinkler leakage, unless you have protected the system against freezing;
  - (c)** Building glass breakage;
  - (d)** Water damage;
  - (e)** Theft; or
  - (f)** Attempted theft.
- (2)** With respect to Covered Causes of Loss other than those listed in **b.(1)(a)** through **b.(1)(f)** above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

## 7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- a.** At actual cash value as of the time of loss or damage, except as provided in **b.**, **c.**, **d.** and **e.** below.
- b.** If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value even when attached to the building:

- (1) Awnings or floor coverings;
  - (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
  - (3) Outdoor equipment or furniture.
- c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.
- d. Glass at the cost of replacement with safety-glazing material if required by law.
- e. Tenants' Improvements and Betterments at:
- (1) Actual cash value of the lost or damaged property if you make repairs promptly.
  - (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
    - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
    - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.
- If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
- (3) Nothing if others pay for repairs or replacement.

#### F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

#### 1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

#### EXAMPLE #1 (UNDERINSURANCE)

When:	The value of the property is:	\$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$ 100,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

Step (1):  $\$250,000 \times 80\% = \$200,000$   
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $\$100,000 \div \$200,000 = .50$

Step (3):  $\$40,000 \times .50 = \$20,000$

Step (4):  $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.



### EXAMPLE #2 (ADEQUATE INSURANCE)

When:	The value of the property is:	\$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$ 200,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 (\$250,000 x 80%). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$39,750 (\$40,000 amount of loss minus the deductible of \$250).

- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

### EXAMPLE #3

When:	The value of the property is:	
	Building at Location #1:	\$ 75,000
	Building at Location #2:	\$ 100,000
	Personal Property at Location #2:	\$ 75,000
		<hr/>
		\$ 250,000
	The Coinsurance percentage for it is:	90%
	The Limit of Insurance for Buildings and Personal Property at Locations #1 and #2 is:	\$ 180,000
	The Deductible is:	\$ 1,000
	The amount of loss is:	
	Building at Location #2:	\$ 30,000
	Personal Property at Location #2:	\$ 20,000
		<hr/>
		\$ 50,000

Step (1):  $\$250,000 \times 90\% = \$225,000$   
(the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2):  $\$180,000 \div \$225,000 = .80$

Step (3):  $\$50,000 \times .80 = \$40,000$

Step (4):  $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

## 2. Mortgageholders

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
  - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
  - (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
  - (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

## G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

### 1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.
- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
  - (1) On or after the effective date of this Optional Coverage; and
  - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

### 2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applied will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
  - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
  - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
  - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

## EXAMPLE

If: The applicable Limit of Insurance is: \$ 100,000  
 The annual percentage increase is: 8%  
 The number of days since the beginning of the policy year (or last policy change) is: 146  
 The amount of increase is:  
 $\$100,000 \times .08 \times 146 \div 365 =$  \$ 3,200

### 3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Valuation Loss Condition of this Coverage Form.
- b. This Optional Coverage does not apply to:
  - (1) Personal property of others;
  - (2) Contents of a residence;
  - (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or
  - (4) "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
  - (1) Until the lost or damaged property is actually repaired or replaced; and
  - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, the following also apply:

- (3) If the conditions in **d.(1)** and **d.(2)** above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Loss Condition of this Coverage Form; and
  - (4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of **(1)**, **(2)** or **(3)**, subject to **f.** below:
- (1) The Limit of Insurance applicable to the lost or damaged property;
  - (2) The cost to replace the lost or damaged property with other property:
    - (a) Of comparable material and quality; and
    - (b) Used for the same purpose; or
  - (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in **e.(2)** above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

#### 4. Extension Of Replacement Cost To Personal Property Of Others

- a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph **3.b.(1)** of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

- b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

#### H. Definitions

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

## BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F., Definitions.

### A. Coverage

#### 1. Business Income

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Coverage is provided as described and limited below for one or more of the following options for which a Limit of Insurance is shown in the Declarations:

- (1) Business Income Including "Rental Value".
- (2) Business Income Other Than "Rental Value".
- (3) "Rental Value".

If option (1) above is selected, the term Business Income will include "Rental Value". If option (3) above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Income Limit of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (a) The portion of the building which you rent, lease or occupy; and
- (b) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

#### 2. Extra Expense

- a. Extra Expense Coverage is provided at the premises described in the Declarations only if the Declarations show that Business Income Coverage applies at that premises.
- b. Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- (2) Minimize the "suspension" of business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

### 3. Covered Causes Of Loss, Exclusions And Limitations

See applicable Causes Of Loss Form as shown in the Declarations.

### 4. Additional Limitation – Interruption Of Computer Operations

- a. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage – Interruption Of Computer Operations.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage – Interruption Of Computer Operations.
- c. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

### 5. Additional Coverages

#### a. Civil Authority

In this Additional Coverage – Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the Declarations.

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
  - (2) When your Civil Authority Coverage for Business Income ends;
- whichever is later.

#### b. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and

- (3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
- (a) Used in the construction, alterations or additions; or
  - (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" for Business Income Coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

**c. Extended Business Income**

**(1) Business Income Other Than "Rental Value"**

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
  - (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
  - (ii) 30 consecutive days after the date determined in (1)(a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

**(2) "Rental Value"**

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this policy, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and
- (b) Ends on the earlier of:
  - (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or
  - (ii) 30 consecutive days after the date determined in (2)(a) above.

However, Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

**d. Interruption Of Computer Operations**

- (1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation – Interruption Of Computer Operations.
- (2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss.

(3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:

- (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage – Interruption Of Computer Operations is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
- (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage – Interruption Of Computer Operations includes Collapse as set forth in that form.
- (c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage – Interruption Of Computer Operations.
- (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.

(4) The most we will pay under this Additional Coverage – Interruption of Computer Operations is \$2,500 for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.

(5) This Additional Coverage – Interruption in Computer Operations does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (4) above has not been exhausted.

## 6. Coverage Extension

If a Coinsurance percentage of 50% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

### NEWLY ACQUIRED LOCATIONS

- a. You may extend your Business Income and Extra Expense Coverages to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location.

c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:

- (1) This policy expires;
- (2) 30 days expire after you acquire or begin to construct the property; or
- (3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

The Additional Condition, Coinsurance, does not apply to this Extension.

## B. Limits Of Insurance

The most we will pay for loss in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

Payments under the following coverages will not increase the applicable Limit of Insurance:

1. Alterations And New Buildings;
2. Civil Authority;
3. Extra Expense; or
4. Extended Business Income.

The amounts of insurance stated in the Interruption Of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Limit(s) of Insurance shown in the Declarations for any other coverage.

## C. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

### 1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

## 2. Duties In The Event Of Loss

a. You must see that the following are done in the event of loss:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when, and where the direct physical loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
  - (7) Cooperate with us in the investigation or settlement of the claim.
  - (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.



### 3. Loss Determination

- a. The amount of Business Income loss will be determined based on:
  - (1) The Net Income of the business before the direct physical loss or damage occurred;
  - (2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
  - (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
  - (4) Other relevant sources of information, including:
    - (a) Your financial records and accounting procedures;
    - (b) Bills, invoices and other vouchers; and
    - (c) Deeds, liens or contracts.
- b. The amount of Extra Expense will be determined based on:
  - (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
    - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
    - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
  - (2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

### c. Resumption Of Operations

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- d. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

### 4. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

### D. Additional Condition

#### COINSURANCE

If a Coinsurance percentage is shown in the Declarations, the following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

We will not pay the full amount of any Business Income loss if the Limit of Insurance for Business Income is less than:

- 1. The Coinsurance percentage shown for Business Income in the Declarations; times
- 2. The sum of:
  - a. The Net Income (Net Profit or Loss before income taxes), and
  - b. Operating expenses, including payroll expenses,that would have been earned or incurred (had no loss occurred) by your "operations" at the described premises for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

Instead, we will determine the most we will pay using the following steps:

- Step (1): Multiply the Net Income and operating expense for the 12 months following the inception, or last previous anniversary date, of this policy by the Coinsurance percentage;
- Step (2): Divide the Limit of Insurance for the described premises by the figure determined in Step (1); and
- Step (3): Multiply the total amount of loss by the figure determined in Step (2).

We will pay the amount determined in Step (3) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

In determining operating expenses for the purpose of applying the Coinsurance condition, the following expenses, if applicable, shall be deducted from the total of all operating expenses:

- (1) Prepaid freight – outgoing;
- (2) Returns and allowances;
- (3) Discounts;
- (4) Bad debts;
- (5) Collection expenses;
- (6) Cost of raw stock and factory supplies consumed (including transportation charges);
- (7) Cost of merchandise sold (including transportation charges);
- (8) Cost of other supplies consumed (including transportation charges);
- (9) Cost of services purchased from outsiders (not employees) to resell, that do not continue under contract;
- (10) Power, heat and refrigeration expenses that do not continue under contract (if Form CP 15 11 is attached);
- (11) All ordinary payroll expenses or the amount of payroll expense excluded (if Form CP 15 10 is attached); and
- (12) Special deductions for mining properties (royalties unless specifically included in coverage; actual depletion commonly known as unit or cost depletion – not percentage depletion; welfare and retirement fund charges based on tonnage; hired trucks).

#### EXAMPLE #1 (UNDERINSURANCE)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000  
The Coinsurance percentage is: 50%  
The Limit of Insurance is: \$ 150,000  
The amount of loss is: \$ 80,000

Step (1):  $\$400,000 \times 50\% = \$200,000$   
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $\$150,000 \div \$200,000 = .75$

Step (3):  $\$80,000 \times .75 = \$60,000$

We will pay no more than \$60,000. The remaining \$20,000 is not covered.

#### EXAMPLE #2 (ADEQUATE INSURANCE)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000  
The Coinsurance percentage is: 50%  
The Limit of Insurance is: \$ 200,000  
The amount of loss is: \$ 80,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ( $\$400,000 \times 50\%$ ). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$80,000 (amount of loss).

This condition does not apply to Extra Expense Coverage.

#### E. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

##### 1. Maximum Period Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.

- b. The most we will pay for the total of Business Income loss and Extra Expense is the lesser of:
  - (1) The amount of loss sustained and expenses incurred during the 120 days immediately following the beginning of the "period of restoration"; or
  - (2) The Limit of Insurance shown in the Declarations.

**2. Monthly Limit Of Indemnity**

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for loss of Business Income in each period of 30 consecutive days after the beginning of the "period of restoration" is:
  - (1) The Limit of Insurance, multiplied by
  - (2) The fraction shown in the Declarations for this Optional Coverage.

**EXAMPLE**

When: The Limit of Insurance is:	\$ 120,000
The fraction shown in the Declarations for this Optional Coverage is:	1/4
The most we will pay for loss in each period of 30 consecutive days is:	\$ 30,000
(\$120,000 x 1/4 = \$30,000)	
If, in this example, the actual amount of loss is:	
Days 1–30:	\$ 40,000
Days 31–60:	\$ 20,000
Days 61–90:	\$ 30,000
	\$ 90,000
We will pay:	
Days 1–30:	\$ 30,000
Days 31–60:	\$ 20,000
Days 61–90:	\$ 30,000
	\$ 80,000
The remaining \$10,000 is not covered.	

**3. Business Income Agreed Value**

- a. To activate this Optional Coverage:
  - (1) A Business Income Report/Work Sheet must be submitted to us and must show financial data for your "operations":
    - (a) During the 12 months prior to the date of the Work Sheet; and
    - (b) Estimated for the 12 months immediately following the inception of this Optional Coverage.
  - (2) The Declarations must indicate that the Business Income Agreed Value Optional Coverage applies, and an Agreed Value must be shown in the Declarations. The Agreed Value should be at least equal to:
    - (a) The Coinsurance percentage shown in the Declarations; multiplied by
    - (b) The amount of Net Income and operating expenses for the following 12 months you report on the Work Sheet.
- b. The Additional Condition, Coinsurance, is suspended until:
  - (1) 12 months after the effective date of this Optional Coverage; or
  - (2) The expiration date of this policy; whichever occurs first.
- c. We will reinstate the Additional Condition, Coinsurance, automatically if you do not submit a new Work Sheet and Agreed Value:
  - (1) Within 12 months of the effective date of this Optional Coverage; or
  - (2) When you request a change in your Business Income Limit of Insurance.
- d. If the Business Income Limit of Insurance is less than the Agreed Value, we will not pay more of any loss than the amount of loss multiplied by:
  - (1) The Business Income Limit of Insurance; divided by
  - (2) The Agreed Value.

## EXAMPLE

When: The Limit of Insurance is: \$ 100,000  
The Agreed Value is: \$ 200,000  
The amount of loss is: \$ 80,000

Step (1):  $\$100,000 \div \$200,000 = .50$

Step (2):  $.50 \times \$80,000 = \$40,000$

We will pay \$40,000. The remaining \$40,000 is not covered.

### 4. Extended Period Of Indemnity

Under Paragraph **A.5.c., Extended Business Income**, the number 30 in Subparagraphs **(1)(b)** and **(2)(b)** is replaced by the number shown in the Declarations for this Optional Coverage.

## F. Definitions

1. "Finished stock" means stock you have manufactured.

"Finished stock" also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for Business Income in the Declarations.

"Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.

2. "Operations" means:
  - a. Your business activities occurring at the described premises; and
  - b. The tenantability of the described premises, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.
3. "Period of restoration" means the period of time that:
  - a. Begins:
    - (1) 72 hours after the time of direct physical loss or damage for Business Income Coverage; or
    - (2) Immediately after the time of direct physical loss or damage for Extra Expense Coverage;  
caused by or resulting from any Covered Cause of Loss at the described premises; and
  - b. Ends on the earlier of:
    - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
    - (2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down, of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

4. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
5. "Rental Value" means Business Income that consists of:
  - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
  - b. Continuing normal operating expenses incurred in connection with that premises, including:
    - (1) Payroll; and
    - (2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.
6. "Suspension" means:
  - a. The slowdown or cessation of your business activities; or
  - b. That a part or all of the described premises is rendered untenable, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.

## COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

### A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

### B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

### C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

### D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

### E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

### F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

### G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

### H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
  - a. During the policy period shown in the Declarations; and
  - b. Within the coverage territory.
2. The coverage territory is:
  - a. The United States of America (including its territories and possessions);
  - b. Puerto Rico; and
  - c. Canada.

**I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance;
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you; or
  - c. Your tenant.

This will not restrict your insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA**

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.  
However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
  - 1.** Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
  - 2.** Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

## CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section **G.**, Definitions.

### A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is:

1. Excluded in Section **B.**, Exclusions; or
2. Limited in Section **C.**, Limitations; that follow.

### B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

#### a. Ordinance Or Law

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

#### b. Earth Movement

- (1) Earthquake, including any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

#### c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.



**d. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

**e. Utility Services**

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

**f. War And Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**g. Water**

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows from a sewer, drain or sump; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings.

But if Water, as described in **g.(1)** through **g.(4)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

**h. "Fungus", Wet Rot, Dry Rot And Bacteria**

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- 1. When "fungus", wet or dry rot or bacteria results from fire or lightning; or
- 2. To the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

- 2. We will not pay for loss or damage caused by or resulting from any of the following:
  - a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:
    - (1) Electrical or electronic wire, device, appliance, system or network; or
    - (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

- b. Delay, loss of use or loss of market.
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.
- d. (1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.
- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.
- (7) The following causes of loss to personal property:
  - (a) Dampness or dryness of atmosphere;
  - (b) Changes in or extremes of temperature; or
  - (c) Marring or scratching.

But if an excluded cause of loss that is listed in **2.d.(1)** through **(7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.
- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
  - (1) You do your best to maintain heat in the building or structure; or
  - (2) You drain the equipment and shut off the supply if the heat is not maintained.
- h. Dishonest or criminal act by you, any of your partners, members, officers, managers, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
  - (1) Acting alone or in collusion with others; or
  - (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees (including leased employees); but theft by employees (including leased employees) is not covered.
- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j. Rain, snow, ice or sleet to personal property in the open.

k. Collapse, including any of the following conditions of property or any part of the property:

- (1) An abrupt falling down or caving in;
- (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, k., does not apply:

- (a) To the extent that coverage is provided under the Additional Coverage – Collapse; or
- (b) To collapse caused by one or more of the following:
  - (i) The "specified causes of loss";
  - (ii) Breakage of building glass;
  - (iii) Weight of rain that collects on a roof; or
  - (iv) Weight of people or personal property.

l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion, l., does not apply to damage to glass caused by chemicals applied to the glass.

m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. But if an excluded cause of loss that is listed in 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;  
of part or all of any property on or off the described premises.

#### 4. Special Exclusions

The following provisions apply only to the specified Coverage Forms.

##### a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
  - (a) Damage or destruction of "finished stock"; or
  - (b) The time required to reproduce "finished stock".This exclusion does not apply to Extra Expense.
- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
  - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.

(4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".

(5) Any other consequential loss.

#### **b. Leasehold Interest Coverage Form**

(1) Paragraph **B.1.a.**, Ordinance Or Law, does not apply to insurance under this Coverage Form.

(2) We will not pay for any loss caused by:

- (a) Your cancelling the lease;
- (b) The suspension, lapse or cancellation of any license; or
- (c) Any other consequential loss.

#### **c. Legal Liability Coverage Form**

(1) The following exclusions do not apply to insurance under this Coverage Form:

- (a) Paragraph **B.1.a.**, Ordinance Or Law;
- (b) Paragraph **B.1.c.**, Governmental Action;
- (c) Paragraph **B.1.d.**, Nuclear Hazard;
- (d) Paragraph **B.1.e.**, Utility Services; and
- (e) Paragraph **B.1.f.**, War And Military Action.

(2) The following additional exclusions apply to insurance under this Coverage Form:

#### **(a) Contractual Liability**

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

#### **(b) Nuclear Hazard**

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

### **5. Additional Exclusion**

The following provisions apply only to the specified property.

#### **LOSS OR DAMAGE TO PRODUCTS**

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

## C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated.

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
  - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
  - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
  - c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
    - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
    - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
  - d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

    - (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
    - (2) Business Income Coverage or Extra Expense Coverage.
  - e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
  - f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
  - a. Animals, and then only if they are killed or their destruction is made necessary.
  - b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
    - (1) Glass; or
    - (2) Containers of property held for sale.
  - c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

    - (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or
    - (2) To Business Income Coverage or to Extra Expense Coverage.
3. The special limit shown for each category, **a.** through **d.**, is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are:
  - a. \$2,500 for furs, fur garments and garments trimmed with fur.
  - b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
  - c. \$2,500 for patterns, dies, molds and forms.
  - d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, **C.3.**, does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:

- a. Results in discharge of any substance from an automatic fire protection system; or
- b. Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

#### D. Additional Coverage – Collapse

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in **D.1.** through **D.7.**

1. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

- a. Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- b. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- c. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
- d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
  - (1) A cause of loss listed in **2.a.** or **2.b.**;
  - (2) One or more of the "specified causes of loss";
  - (3) Breakage of building glass;
  - (4) Weight of people or personal property; or
  - (5) Weight of rain that collects on a roof.

3. This **Additional Coverage – Collapse** does **not** apply to:

- a. A building or any part of a building that is in danger of falling down or caving in;
- b. A part of a building that is standing, even if it has separated from another part of the building; or
- c. A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

4. With respect to the following property:

- a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
- b. Awnings, gutters and downspouts;
- c. Yard fixtures;
- d. Outdoor swimming pools;
- e. Fences;
- f. Piers, wharves and docks;
- g. Beach or diving platforms or appurtenances;
- h. Retaining walls; and
- i. Walks, roadways and other paved surfaces;

if an abrupt collapse is caused by a cause of loss listed in **2.a.** through **2.d.**, we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- (2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:

- a. The collapse of personal property was caused by a cause of loss listed in **2.a.** through **2.d.**;
- b. The personal property which collapses is inside a building; and
- c. The property which collapses is not of a kind listed in **4.**, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **5.** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

6. This Additional Coverage – Collapse does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
7. This Additional Coverage – Collapse will not increase the Limits of Insurance provided in this Coverage Part.
8. The term Covered Cause of Loss includes the Additional Coverage – Collapse as described and limited in **D.1.** through **D.7.**

**E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria**

1. The coverage described in **E.2.** and **E.6.** only applies when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
  - a. A "specified cause of loss" other than fire or lightning; or
  - b. Flood, if the Flood Coverage Endorsement applies to the affected premises.
2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
  - a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
  - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
  - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

3. The coverage described under **E.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph **F.2.** (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss Form or under the Additional Coverage – Collapse.
6. The following, **6.a.** or **6.b.**, applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form.

- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
- b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

## F. Additional Coverage Extensions

### 1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
  - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
  - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
  - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

### 2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

### 3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension, **F.3.**, does not increase the Limit of Insurance.

## G. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Specified causes of loss" means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
  - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
    - (1) The cost of filling sinkholes; or
    - (2) Sinking or collapse of land into man-made underground cavities.



b. Falling objects does not include loss or damage to:

- (1) Personal property in the open; or
- (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WATER EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY POLICY

**A.** The exclusion in Paragraph **B.** replaces the **Water Exclusion** in this Coverage Part or Policy.

**B. Water**

1. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
2. Mudslide or mudflow;
3. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
4. Water under the ground surface pressing on, or flowing or seeping through:
  - a. Foundations, walls, floors or paved surfaces;
  - b. Basements, whether paved or not; or
  - c. Doors, windows or other openings; or
5. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph **1.**, **3.** or **4.**, or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs **1.** through **5.**, is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs **1.** through **5.**, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DISCRETIONARY PAYROLL EXPENSE

This endorsement modifies insurance provided under the following:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM  
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM

### SCHEDULE

Job Classifications Or Employees	Maximum Number Of Days For Discretionary Payroll Expense
All Employees You Continue To Pay During The "Period Of Restoration"	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** Payroll expenses for the Job Classifications and/or Employees identified in the Schedule will be included as continuing normal operating expenses in determining the amount of Business Income loss, provided that you pay such expenses and regardless of whether such expenses are necessary to resume "operations".

Payroll expenses include:

  1. Payroll;
  2. Employee benefits, if directly related to payroll;
  3. FICA payments you pay;
  4. Union dues you pay; and
  5. Workers' compensation premiums.
- B.** With respect to Job Classifications and/or Employees identified in the Schedule, payroll expenses are included in the Business Income loss for the entire "period of restoration" and any extension of the "period of restoration" if an extension is provided under this policy, unless the Schedule indicates otherwise. With respect to a Job Classification(s) or Employee(s) for which the Schedule shows a maximum number of days, Business Income loss includes payroll expenses for not more than the stated number of days. The number of days need not be consecutive but must fall within the "period of restoration" or extension (if any) of the "period of restoration".

**C.** This endorsement does not affect coverage of payroll expenses for job classifications and employees not identified in the Schedule.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## COMPUTER AMENDATORY

This coverage form applies only to those premises described in the Declarations where the CAUSES OF LOSS – SPECIAL FORM applies.

This Endorsement modifies insurance provided under the following:  
BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS – SPECIAL FORM

When added to the policy:  
BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by this Endorsement.

### SCHEDULE

COVERAGE	LIMIT	DEDUCTIBLE
Computers	Included in Business Personal Property Limit	As shown on Covered Property
Electronic Data	\$25,000	\$500
Off-Premises Computer (includes Transit)	Included in Off-Premises Property Extension Limit	As shown on Covered Property
Interruption of Computer Operations	\$25,000	24 hour waiting period
False Pretense Computer	\$1,000	\$500

(If no entry appears above, information required to complete this Endorsement will be shown in the Endorsement Schedule of Coverages as applicable to this Endorsement.)

The most we will pay under any of the extensions provided by this form is the limit shown in the SCHEDULE. Each of these extensions is additional insurance unless otherwise indicated.

**COORDINATION OF LIMITS** – The following Condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

If other specific Computer Coverage insurance is written by us covering the same loss or damage provided by this form, then the broadest coverage is primary. Each coverage form written by us, whether primary or excess, is subject to its own terms and conditions including deductibles. We will not pay more than the actual loss, or applicable combined limits of insurance, whichever is less.

### I. BUILDING AND PERSONAL PROPERTY FORM Revisions

#### A. Computer

- Item A. Coverage; 1. Covered Property; b. Your Business Personal Property is amended to add:

Computer

As used in Covered Property – Your Business Personal Property computer means:

- Programmable electronic equipment that is used to store, retrieve and process data; and
- Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

Computer does not include those used to operate production type machinery or equipment.

- Item A. Coverage; 2. Property Not Covered is amended to add:

Covered Property does not include:

Computer(s) which are permanently installed or designed to be permanently installed in any aircraft, watercraft, motor truck or other vehicle subject to motor vehicle registration. This paragraph does not apply to computer(s) while held as "stock"

- Item C. Limits of Insurance is amended to add:

Computer is included within the Limit of Insurance shown in the Declarations as applicable to the covered business personal property. Computer does not increase the Limit of Insurance.

## **B. Electronic Data Revisions**

### **1. Causes of Loss**

Item A. Coverage; 4. Additional Coverages; f. Electronic Data (3)(a) is deleted and replaced by:

- (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form, and includes the Cause of Loss Special Form Changes provided in this form.

### **2. Increased Limit**

The most we will pay in any one policy year under Item A. Coverage; 4. Additional Coverages; f. Electronic Data (4) is increased to the limit shown in the Computer Amendatory Schedule for this coverage.

Regardless of the amount of the Deductible for Covered Property the most we will deduct in any one occurrence is the amount shown in the Computer Amendatory Schedule for this coverage.

### **3. Electronic Data -- Integrated Building Controls**

- a. Item A. Coverage; 2. Property Not Covered; n. Electronic Data is modified by adding:

This paragraph n., does not apply to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.

- b. Item A. Coverage; 4. Additional Coverages; f. Electronic Data (1) is replaced by:

(1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data. This Additional Coverage does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.

## **C. Off-Premise Property Computer**

1. Item A. Coverage; 5. Coverage Extensions; d. Property Off-Premises (1) is amended to add:

This extension will also apply to your computer(s) off-premise while at your residence; or the residence of your officers, your partners or members, your managers or your employees; and while in transit between a residence, temporary premises or the described premises.

2. Any coverage for Property In Transit (Any Vehicle) provided in this Coverage Part will apply to this Off-Premise Computer extension.

3. Item A. Coverage; 5. Coverage Extensions; d. Property Off-premises (2) limitations (a) in transit and (b) custody of salesperson are deleted with respect to this off-premise computers extension.

4. Off-Premise Property Computer is included within the Limit of Insurance applicable to the off-premise property extension provided in this coverage part. Off-Premise Property Computer does not increase the applicable Off-Premises Property Extension Limit.

## **II. BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM Revisions**

The following changes apply when the BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM is added to this policy:

### **A. Interruption of Computer Operations Changes**

#### **1. Additional Limitation Change**

Item A. Coverages; 4. Additional Limitation – Interruption of Computer Operations is amended by adding:

This Additional Limitation does not apply when loss or damage to electronic data involves only electronic data which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

#### **2. Electronic Data – Integrated Building Controls**

Item A. Coverage; 5. Additional Coverages; d. Interruption of Computer Operations (2) is amended by adding:

However, we will not provide coverage under this Additional Coverage when the Additional Limitation - Interruption Of Computer Operations does not apply; in which case the BUSINESS INCOME AND EXTRA EXPENSE Limits Of Insurance shall apply to the extent a loss is not otherwise excluded.

### **3. Causes of Loss**

Item A. Coverage; 5. Additional Coverages; d. Interruption of Computer Operations (3) (a) is deleted and replaced by:

If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form, and includes the Cause of Loss – Special Form Changes provided in this form.

### **4. Limit**

The most we will pay in any one policy year under Item A. Coverage; 5. Additional Coverages; d. Interruption of Computer Operations (4) is increased to the limit shown in the Computer Amendatory Schedule for this coverage.

### **5. Waiting Period**

The following is added to Item A. Coverage; 5. Additional Coverages; d. Interruption of Computer Operations:

The “period of restoration” for interruption of computer operations coverage begins 24 hours after the time of such loss. Any provision in any form or endorsement in this Coverage Part relating to or modifying business income coverage waiting period does not apply to this 24-hour waiting period.

## **III. CAUSES OF LOSS – SPECIAL FORM Revisions**

The provisions of this endorsement do not supersede or in any way affect the application of the Exclusion Of Certain Computer Related Losses if such exclusion is endorsed to or otherwise made part of the Commercial Property Coverage Part. The exclusion addresses the inability of a computer system to correctly recognize, process, distinguish, interpret or accept one or more dates or times.

### **A. Additional Coverage – False Pretense Computer**

We will pay for loss or damage to computer caused by or resulting from voluntarily parting with any computer by you or anyone else to whom you have entrusted the computer if induced to do so by any fraudulent scheme, trick, device or false pretense.

Item B. Exclusions; 2. i. Voluntary Parting; does not apply to the extent coverage is provided by this additional coverage.

The most we will pay for False Pretense Computer is the limit of insurance shown in the Computer Amendatory Schedule for this coverage in any one occurrence. Regardless of the amount of the Deductible for Covered Property the most we will deduct in any one occurrence is the amount shown in the Computer Amendatory Schedule for this coverage.

### **B. Exclusion Revisions – Computer, Electronic Data and Interruption of Computer Operations**

#### **1. The following is added to Item B. Exclusions; e. Utility Services**

This exclusion does not apply to loss or damage to computer(s), electronic data and interruption of computer operations.

#### **2. The following is added to Item B. Exclusions 2; a. Electrical Apparatus related exclusion:**

We will pay for loss or damage to computer, electronic data and interruption of computer operations due to artificially generated electrical, magnetic or electromagnetic energy including electrical arcing if such loss or damage is caused by or results from:

- a.** An occurrence that took place within 500 feet of the described premises; or
- b.** Interruption of electric power supply, power surge, blackout or brownout if the cause of such occurrence took place within 500 feet of the described premises. This 500 foot limitation does not apply when HSB 5000 Equipment Breakdown Wrap applies.

3. The following is added to Item B. Exclusions; 2. c. (6) Mechanical Breakdown:

This exclusion does not apply with respect to the breakdown of computer, electronic data and interruption of computer operations.

### **C. Additional Computer Related Exclusions**

The following are added to Item B. Exclusions; 5. Additional Exclusions:

We will not pay for loss, damage or interruption of computer operations caused by or resulting from any of the following:

1. Errors Or Omissions

Errors Or Omissions in programming, processing or storing data, as described under electronic data or in any computer operations. However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this coverage part.

2. Installation, Testing, Repair

Errors or deficiency in design, installation, testing, maintenance, modification or repair of your computer system including electronic data. However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this coverage part.

3. Electrical Disturbance

Electrical or magnetic injury, disturbance or erasure of electronic data, except as provided for under the Additional Coverages of Section A – Coverage of Building and Personal Property Coverage Form. However, we will pay for direct loss or damage caused by lightning.

### **D. Additional Exclusions – Interruption of Computer Operations**

1. We will not pay for “suspension” of your “operations” caused by or resulting from a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.

This exclusion does not apply when your computer system is equipped with virus-scanning or anti-virus software, and the virus-scanning or anti-virus software is regularly updated;

When this exclusion does not apply, then Interruption of Computer Operations also extends to shut-down of the computer system if the shut-down is undertaken in response to the detection of a virus or other incident by virus-scanning software, to mitigate or avoid attack, infiltration or infection of the system.

2. We will not pay for “suspension” of your “operations” caused by or resulting from complete or substantial failure, disablement or shut-down of the entire Internet, regardless of the cause.
3. We will not pay for “suspension” of your “operations” caused by virus or other incident that originates outside the Coverage Territory.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## **Water Back-up And Sump Overflow (Not Flood-Related)**

This coverage form applies only to those premises described in the Declarations where the CAUSES OF LOSS – SPECIAL FORM applies.

This Endorsement modifies insurance provided under the following:  
BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM  
WATER EXCLUSION ENDORSEMENT

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by the Endorsement.

### **SCHEDULE**

Property Damage Limit:	\$ 25,000
Business Interruption Limit:	\$ 25,000
Premises / Limit Type:	<input checked="" type="checkbox"/> All Locations Combined – Policy Aggregate <input type="checkbox"/> Each Location – Per Occurrence

(If no entry appears above, information required to complete this Endorsement will be shown in the Endorsement Schedule of the Declarations as applicable to this Endorsement.)

#### **A. Property Damage**

If a limit of insurance is shown for Property Damage in the schedule, we will pay for direct physical loss of or damage to Covered Property caused by or resulting from:

1. Water or waterborne material which backs up through, overflows, or is otherwise discharged from an interior sewer, septic system, drain on the described premises; or
2. Water or waterborne material which backs up through, overflows, or is otherwise discharged from a sump, sump pump, or related equipment, even if the back up or overflow results from mechanical breakdown of a sump pump or its related equipment on the described premises.

However, with respect to paragraph 2. above, this coverage does not apply to the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

#### **B. Business Interruption**

If a limit of insurance is shown for Business Interruption in the Schedule and CP 0030 BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM is attached to your policy, we will pay for business income loss and/or extra expense in accordance with the terms of the CP 0030 BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM applicable to such premises under your policy, when such loss or expense arises out of the direct physical loss or damage described in A. above.

#### **C. Exclusions Modified**

With respect to this Extension only:

1. Item B. Exclusions; 1.g. Water; paragraph (3) water that backs up or overflows from a sewer, drain or pump on the CAUSES OF LOSS – SPECIAL FORM is deleted.
2. Paragraph B.3. of CP 1032 WATER EXCLUSION ENDORSEMENT is deleted.
3. Item B. Exclusions; 1.e. Utility Services on the CAUSES OF LOSS – SPECIAL FORM is deleted.
4. The following additional Exclusions apply:



- (a) The coverage described in paragraph A. Property Damage of this Extension does not apply to loss or damage resulting from an insured's failure to:
- (1) Keep a sump pump or its related equipment in proper working condition; or
  - (2) Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.
- (b) This coverage does not apply for any loss or damage whereby the proximate cause of the loss is a flood or flood-related conditions no matter what distance the flood is from the Covered Property. Flood includes surface water, waves (including tidal wave and tsunami), tides, tidal water, and overflow from any body of water, including storm surge.

#### **D. Limits Of Insurance**

1. If the Premises/ Limit Type is shown in the Schedule as All Locations Combined – Policy Aggregate, the most we will pay for the total of all covered losses and expenses caused in a 12-month policy period (starting with the beginning of the present annual policy period), regardless of the number of locations, or number of occurrences during that time period, are the amounts shown in the Schedule for Property Damage or Business Interruption.
2. If the Premises/ Limit Type is shown in the Schedule as Each Location – Per Occurrence, the most we will pay for each location, in any one occurrence of physical loss or damage are the amounts shown in the schedule for Property Damage or Business Interruption.

This coverage is part of, not in addition to, the Limit of Insurance applicable to the covered property, business income or extra expense.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## LIMITATIONS ON COVERAGE FOR ROOF SURFACING

This Endorsement modifies insurance provided under the following:  
BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS-SPECIAL FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by this Endorsement.

### SCHEDULE

Premises Number	Building Number	Applicable Limitation(s)	
		Paragraph A	Paragraph B

(If no entry appears above, information required to complete this Endorsement will be shown in the Endorsement Schedule of Coverages as applicable to this Endorsement.)

#### A. Roof Surfacing – Actual Cash Value

The following applies with respect to loss or damage caused by wind and/or hail to a building or structure identified in the Schedule as being subject to this Paragraph A:

Replacement Cost coverage does not apply to “roof surfacing” when loss or damage is caused by wind and/or hail. Instead, we will determine the value of “roof surfacing” at actual cash value as of the time of loss or damage.

#### B. Roof Surfacing – Cosmetic Loss Exclusion

The following applies with respect to loss or damage by wind and/or hail to a building or structure identified in the Schedule as being subject to this Paragraph B.:

We will not pay for cosmetic damage to “roof surfacing” caused by wind and/or hail. For the purpose of this endorsement, cosmetic damage means that the wind and/or hail caused marring, pitting or other superficial damage that altered the appearance of the “roof surfacing”, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

#### C. Definitions

For the purpose of this Endorsement; the following definition is added:

“Roof surfacing” means shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

**SUPPLEMENTAL FORM DECLARATION FOR CPE 1036 1305**  
**LIMITATIONS ON COVERAGE FOR ROOF SURFACING**  
**SCHEDULE**

Premises Number	Building Number	Applicable Limitation(s)	
		Paragraph A	Paragraph B
1	1		X
2	1		X
3	1		X
4	1		X
5	1		X
6	1		X
7	1		X
8	1		X
9	1		X

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## **BUSINESS INCOME – ACTUAL LOSS SUSTAINED**

This Endorsement modifies insurance provided under the following:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM  
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by this Endorsement.

### **SCHEDULE**

Limit of Insurance

Number of Consecutive Months: 12 Months

(If no entry appears above, information required to complete this Endorsement will be shown in the Endorsement Schedule of the Declarations as applicable to this Endorsement.)

### **Limits Of Insurance**

Section B. Limits Of Insurance is replaced by the following:

1. Subject to the "Period of Restoration" We will pay for the actual loss of Business Income that occurs within 12 consecutive months, or the number of consecutive months shown in the Schedule, following the date of covered direct physical loss or physical damage. The expiration date of the policy will not cut short the applicable consecutive month time period.
2. A. Coverage, 6, Coverage Extension, Newly Acquired Locations in the Business Income and Extra Expense Coverage Form shall apply without regard to the coinsurance percentage indicated in the Declarations.
3. The amounts of insurance stated in the Interruption Of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Limit(s) of Insurance shown in the Declarations for any other coverage.
4. When optional coverage Earthquake – Volcanic Eruption is provided on a Blanket basis, that Blanket Limit of Insurance applies to business income. Coverage provided by this Business Income – Actual Loss Sustained endorsement does not apply to loss covered by the Earthquake – Volcanic Eruption Blanket Limit.
5. The provisions of this endorsement do not apply to any income related Additional Coverages or income related Coverage Extensions of:
  - a. the applicable Business Income coverage form; or
  - b. any endorsement in this Coverage Part,which remain subject to its own terms and conditions including the specific limits and deductibles described for each.

### **Additional Condition**

Section D. Additional Condition is amended to as follows:

Section D. Additional Condition; COINSURANCE does not apply to the extent of the coverage provided by this endorsement.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## UNIVERSAL WRAP SCHEDULE

The following is a summary of the coverage provided in the CPT 9099 UNIVERSAL WRAP COVERAGE FORM. This coverage form applies only to those premises described in the Declarations where the CAUSES OF LOSS – SPECIAL FORM applies.

Coverage Extension Provision	SCHEDULE	Page	Limit
<b>COORDINATION OF LIMITS</b>		1	
<b>I. FLEX COVERAGE EXTENSIONS</b>			
<b>A. Flex Coverage Limit Of Insurance</b>		1	\$125,000
Applies To The Following Coverage Options:			
1. Debris Removal	5. Personal Property Of Others		
2. Electronic Data	(excluding employee tools)		
3. Fine Arts At Described Premises	6. Public Safety Service Charges		
4. Fire Extinguisher Recharge			
<b>II. COVERAGE FEATURES</b>			
<b>A. Accounts Receivable (Other Than Electronic Data):</b>	On Premise	2	\$25,000
	Off Premise		\$5,000
<b>B. Additional Covered Property</b>		3	
1. Additional Covered Property			\$50,000
2. Business Personal Property On Structures Or In Portable Storage Units			Included in BPP Limit
<b>C. Broadened Business Income (Including Civil Authority, Lost Lease Protection, and Dependent/Secondary Property Income)</b>		3	\$25,000
Extended Period Of Indemnity			
			60 days
<b>D. Broadened Premises</b>		6	1,000 feet
<b>E. Business Personal Property – Seasonal Increase</b>		6	25% or \$100,000 Whichever is Less
<b>F. Computer And Funds Transfer Fraud</b>		6	\$5,000
<b>G. Employee Theft</b>		8	\$10,000
<b>H. Forgery Or Alteration</b>		9	\$25,000
<b>I. Landlord Furnishings</b>		10	Included in Building Limit
<b>J. Lock Replacement Due To Theft Of Keys Or Transmitters</b>		10	\$1,000
<b>K. Money And Securities:</b>	Inside	10	\$10,000
	Outside		\$10,000
<b>L. Money Orders And Counterfeit Money</b>		11	\$5,000
<b>M. Newly Acquired Or Constructed Property</b>		11	\$1,500,000
(Building, Your Business Personal Property, Broadened Business Income, and Flex Coverage Extensions combined)			
<b>N. Ordinance Or Law</b>		12	
Undamaged Portion: Building			Included in Building Limit
Tenant Improvements and Betterments			Included in BPP Limit
Demolition Cost Coverage and Increased Cost Of Construction Combined			\$100,000
Increased Period of Restoration			Included in Broadened Business Income
<b>O. Outdoor Property</b>		13	
1. Trees, Shrubs, and Plants (Limited to \$1,000 per tree, shrub, or plant)			\$10,000
2. Fences And Antennas			\$10,000
<b>P. Outdoor Signs</b>		13	\$10,000 Per Sign
<b>Q. Personal Effects (Excluding Employee Tools)</b>		14	\$10,000
<b>R. Personal Property Away From Premises</b>		14	
1. Property Off Premises			
a. Property at any Fair, Trade Show or Exhibition			\$15,000
b. Property in a Non-Owned Location			\$15,000
c. Property in the Care, Custody, or Control of a Salesperson			\$10,000

<b>Coverage Extension Provision</b>	<b>Page</b>	<b>Limit</b>
2. Property In Transit (Any Vehicle)	14	\$15,000
<b>S.</b> Photographic Or Scientific Instrument Lenses	15	Included in BPP Limit
<b>T.</b> Pollutant Clean-up And Removal	15	\$25,000
<b>U.</b> Tenant Building – Required By Lease	15	\$10,000
<b>V.</b> Tenant Glass Breakage	16	\$50,000
<b>W.</b> Theft Of Building Materials	16	\$50,000
<b>X.</b> Unscheduled Structures	16	Building Limit or \$25,000 Whichever is Less
<b>Y.</b> Valuable Papers And Records (Other Than Electronic Data):	16	\$25,000
On Premises		\$5,000
Off Premises		
 <b>III. CLAIM FRIENDLY SUPPORT</b>		
<b>A.</b> Coinsurance Waiver On Losses Under \$10,000	16	Included
<b>B.</b> Covered Crime Reward	17	\$5,000
<b>C.</b> Removal Of Property To Prevent A Loss	17	\$1,000
<b>D.</b> Deductible Provisions	17	
1. Selected Coverage Deductible - \$500		
Regardless of the amount of the Deductible for Covered Property the most we will deduct in any one occurrence is \$500 for the following selected coverages provided by this policy:		
I.A.2. Electronic Data		II.L. Money Orders And Counterfeit Money
I.A.3. Fine Arts At Described Premises		II.O. Outdoor Property
I.A.5. Personal Property Of Others		II.P. Outdoor Signs
II.A. Accounts Receivable (Other Than Electronic Data)		II.Q. Personal Effects (Excluding Employee Tools)
II.F. Computer Fraud Coverage		II.V. Tenant Glass Breakage
II.G. Employee Theft		II.Y. Valuable Papers And Records (Other Than Electronic Data)
II.H. Forgery Or Alteration		
II.K. Money And Securities		
2. No Deductible		
No deductible applies to the following additional coverages provided by this policy:		
I.A.4. Fire Extinguisher Recharge		II.J. Lock Replacement Due To Theft Of Keys Or Transmitters
I.A.6. Public Safety Service Charges		III.B. Covered Crime Reward
II.C. Broadened Business Income		
3. Covered Property Deductible		
The deductibles as shown in the policy apply to all remaining coverages.		

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## UNIVERSAL WRAP COVERAGE FORM

This coverage form applies only to those premises described in the Declarations where the CAUSES OF LOSS – SPECIAL FORM applies.

This Endorsement modifies insurance provided under the following:  
BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM  
WATER EXCLUSION ENDORSEMENT

References throughout this form to the BUILDING AND PERSONAL PROPERTY COVERAGE FORM also include reference to the CONDOMINIUM ASSOCIATION COVERAGE FORM, unless a more specific reference is provided.

The provisions of the Coverage Forms above apply unless modified by this form. Coverage provided by this form is also subject to any mandatory state change endorsement in this coverage part; and the WRAP SCHEDULE. With respect to this coverage form, WRAP SCHEDULE means any applicable WRAP SCHEDULE which references this coverage form.

The most we will pay under any of the extensions provided by this form is the limit shown on the WRAP SCHEDULE which references this coverage form. Each of these extensions is additional insurance unless otherwise indicated. The Coinsurance Condition does not apply to these extensions.

**COORDINATION OF LIMITS** – The following Condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

If other specific insurance is written by us covering the same loss or damage provided by this form, then the broadest coverage is primary. Each coverage form written by us, whether primary or excess, is subject to its own terms and conditions including deductibles. We will not pay more than the actual loss, or applicable combined limits of insurance, whichever is less.

### I. FLEX COVERAGE EXTENSIONS

#### A. Flex Coverage Limit Of Insurance

We will pay up to the amount shown on the WRAP SCHEDULE at each location described in the Declarations to apply to the sum of all covered losses under the coverages listed in items 1. through 6. below. You may apply the Flex Coverage Limit Of Insurance to one or more of these coverages at your discretion; however, the total amount paid for any one occurrence will not exceed the Flex Coverage Limit Of Insurance shown on the WRAP SCHEDULE. The Flex Coverage Limit Of Insurance is in addition to any other applicable coverage limit purchased separately from this Endorsement.

##### 1. Debris Removal

Item A. Coverage; 4. Additional Coverages; a. Debris Removal on the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is included within the Flex Coverage Limit Of Insurance on the WRAP SCHEDULE.

##### 2. Electronic Data

Item A. Coverage; 4. Additional Coverages; f. Electronic Data on the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is amended as follows:

This Extension is included within the Flex Coverage Limit Of Insurance on the WRAP SCHEDULE for all loss or damage in any one occurrence. There is not a policy year aggregate limit with regards to the electronic data additional coverage.

##### 3. Fine Arts At Described Premises

Item A. Coverage; 1. Covered Property; b. Your Business Personal Property on the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is amended to add:

Fine Arts, meaning paintings, etchings, pictures, sculptures, tapestries, valuable rugs, bric-a-brac,

rare or art glass, art glass windows, antique jewelry and similar property of rarity, historical value or artistic merit.

Item C. Limitations; 2.b. of the CAUSES OF LOSS – SPECIAL FORM is amended to add:

Fragile articles such as statuary, marbles, chinaware and porcelains are covered for loss or damage by a Covered Cause of Loss, but only up to the Flex Coverage Limit Of Insurance on the WRAP SCHEDULE at each described premises. Loss caused by “specified causes of loss” or building glass breakage is not subject to this limitation.

#### **4. Fire Extinguisher Recharge**

The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed); if they are discharged as intended to control a loss, or if discharged accidentally.

The most we will pay for Fire Extinguisher Recharge is included within the Flex Coverage Limit Of Insurance on the WRAP SCHEDULE for any one occurrence.

No coverage will apply if the fire extinguishing system is discharged during installation or testing.

#### **5. Personal Property Of Others**

Item A. Coverage; 5. Coverage Extensions; b. Personal Effects And Property Of Others on the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is amended as follows:

The most we will pay for loss under paragraph (2) Personal property of others in your care, custody or control is included within the Flex Coverage Limit Of Insurance on the WRAP SCHEDULE at each described premises.

Item G. Optional Coverages; 3. Replacement Cost; b.(1) Personal property of others on the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is deleted subject to the limits of this Extension.

We will not pay for tools owned by you, your officers, your partners or members, your managers or your employees under this Extension.

#### **6. Public Safety Service Charges**

Item A. Coverage; 4. Additional Coverages; c. Fire Department Service Charge on the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is deleted and replaced with the following:

##### **c. Public Safety Service Charges**

When the fire department or any other municipal public safety service is called to protect Covered Property from a Covered Cause of Loss, you may be assessed a service charge. We will pay all service charges up to the Flex Coverage Limit Of Insurance on the WRAP SCHEDULE that you have assumed by contract or agreement prior to loss or required by local ordinance.

## **II. COVERAGE FEATURES**

### **A. Accounts Receivable (Other Than Electronic Data)**

You may extend the insurance that applies to Covered Property to cover the following loss and expenses, which are the direct result of loss or damage by a Covered Cause of Loss to accounts receivable records including credit card invoices:

1. All sums due you from customers, provided you are unable to affect collection;
2. Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by loss or damage;
3. Collection expenses in excess of normal collection cost made necessary because of loss or damage; and
4. Other reasonable expenses incurred by you in reestablishing records of accounts receivable following such loss or damage.
5. We will not pay for:



- a. Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property. This exclusion applies only to the extent of the wrongful giving, taking or withholding.
- b. Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.
- c. Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

The following Exclusions do not apply to this Extension:

- (i) Item B. Exclusions; 1.b. Earth Movement on the CAUSES OF LOSS – SPECIAL FORM;
- (ii) Item B. Exclusions; 1.g. Water on the CAUSES OF LOSS – SPECIAL FORM;
- (iii) Item B. Exclusions; 2.h. Dishonest or Criminal Act but only as it relates to carriers for hire; and
- (iv) CP 1032 WATER EXCLUSION ENDORSEMENT.

This Extension does not apply to accounts receivable records that exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.

The most we will pay for loss or damage under this Extension on or away from the described premises is shown on the WRAP SCHEDULE.

## **B. Additional Covered Property**

The BUILDING AND PERSONAL PROPERTY COVERAGE FORM is amended to add:

### **1. Additional Covered Property**

The following is withdrawn from Property Not Covered and added to Covered Property:

- a. Bridges, roadways, walks, patios or other paved surfaces;
- b. The cost of excavations, grading, backfilling or filling;
- c. Foundations of buildings, structures, machinery or boilers if their foundations are below:
  - (1) The lowest basement floor, or
  - (2) The surface of the ground if there is no basement;
- d. Personal property while airborne or waterborne;
- e. Bulkheads, pilings, piers, wharves or docks;
- f. Retaining walls that are not part of a building; and
- g. Underground pipes, flues or drains;

The most we will pay for loss or damage under this Extension for all types of Additional Covered Property above combined is shown on the WRAP SCHEDULE.

### **2. Business Personal Property On Structures Or In Portable Storage Units**

Item A. Coverage; 1. Covered Property; b. Your Business Personal Property includes Business Personal Property in or on structures at the described premises; or while stored in a portable storage unit (including a detached trailer) located within 1,000 feet of the building or structure described in the Declarations.

## **C. Broadened Business Income**

### **1. "Business Income" And "Extra Expense"**

- a. You may extend the insurance provided for direct loss of, or damage to, property to apply to:
  - (1) The actual loss of "business income" you sustain due to the necessary suspension of your operations at the described premises as a result of such covered direct loss or damage; and
  - (2) Necessary "extra expense" you incur that you would not have incurred if there had been no

such covered direct loss or damage.

- b. Coverage applies only to the amount of loss incurred beginning the date of direct physical loss or damage by a Covered Cause of Loss to:
  - (1) Property at premises described in the Declarations;
  - (2) Personal property in the open; or
  - (3) Personal property in a vehiclewithin 1,000 feet of the described premises.
- c. Coverage ends 60 consecutive days after the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality, even if this is after the expiration date of this policy.
- d. We will reduce the amount of your "business income" loss to the extent you can resume operations in whole, or in part, by using any other available facilities, sources, or products.
- e. Coverage for "business income" or "extra expense" does not apply when a suspension of operations is caused by destruction or corruption of electronic data, or any loss or damage to electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.

## 2. Civil Authority

This Extension will cover actual loss of "business income" as a result of the described premises being closed by order of governmental authority due to an occurrence of a public health hazard. The order to close must follow damage caused by a Covered Cause of Loss to property within one mile of the described premises. We will pay only for loss you sustain after the first 24 hours following the order to close.

## 3. Lost Lease Protection

"Business Income" And "Extra Expense" coverage provided in paragraph 1. above is extended by adding:

- a. We will pay for costs you incur for "lost lease interest" when due to the cancellation of lease contracts by your tenants. Such cancellation must result from a direct physical loss by a Covered Cause of Loss to covered real property during the policy period.
- b. "Lost lease interest" means the difference between the rent payments you were collecting prior to a covered loss and the total anticipated rental income including any tenant obligations you may be responsible for after loss or damage has been repaired or rebuilt.
- c. "Lost lease interest" does not include refunds or rebates for prepaid rent payments made on your behalf by tenants, or deposits of any kind made by tenants to a landlord or lessor of other premises.
- d. Coverage under this Extension begins on the date of a covered loss and ends on the date when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

## 4. Dependent Property Income

We will pay if the necessary suspension of your operations at the described premises is the result of loss or damage at the premises of a dependent property or secondary dependent property, caused by or resulting from a Covered Cause of Loss.

Dependent property means a property operated by others whom you depend on to:

- a. Deliver materials or services to you (Contributing Locations), but services does not mean water supply services, wastewater removal services, communication supply services or power supply services;
- b. Accept your products or services (Recipient Locations);
- c. Manufacture products of your customers under contract of sale (Manufacturing Locations), or
- d. Attract customers to your business (Leader Locations).

Secondary dependent property means an entity which is not owned or operated by a dependent

property and which:

- (1) Delivers materials or services to a dependent property, which in turn are used by the dependent property in providing materials or services to you, but services does not mean water supply services, wastewater removal services, communication supply services or power supply services; or
- (2) Accepts materials or services from a dependent property, which in turn accepts your materials or services.

A road, bridge, tunnel, waterway, airfield, pipeline or any other similar area or structure is not a secondary dependent property.

The dependent property or secondary dependent property must be located in the coverage territory as shown in this coverage part.

This Extension only applies to the amount of loss incurred beginning on the date of direct physical loss or damage caused by or resulting from a Covered Cause of Loss at the premises of a dependent property or secondary dependent property, and ends on the date when the property at the premises of the dependent property or secondary dependent property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

This Extension does not apply when the only loss to dependent property or secondary dependent property is loss or damage to electronic data, including destruction or corruption of electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data. If the dependent property or secondary dependent property sustains loss or damage to electronic data and other property, coverage under this Extension will not continue once the other property is repaired, rebuilt or replaced.

## 5. Additional Exclusions

The following Exclusions apply to the Broadened Business Income Extension:

- a. This Extension does not include any increased time needed due to enforcement of any ordinance or law regulating:
  - (1) Building or land usage, demolition, or construction, or
  - (2) Environmental damage or restoration.

This exclusion does not apply to the extent coverage is provided in II. COVERAGE FEATURES; J. Ordinance or Law; 1. d. Increased Period of Restoration.
- b. If lost or damaged Covered Property is not repaired or replaced, no coverage is provided under this Extension.
- c. Item B. Exclusions; 4. Special Exclusions; paragraphs a.(1) through (5) on the CAUSES OF LOSS – SPECIAL FORM apply to this Extension.

## 6. Limits And Waiting Period

- a. The most we will pay under the Broadened Business Income Extension for all coverages combined is the amount shown on the WRAP SCHEDULE. This is additional insurance and does not reduce the coverage or limits on Covered Property.
- b. No deductible or waiting period applies, except as shown above in paragraph 2. Civil Authority.

## 7. Additional Definitions

“Business income” means:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses necessarily incurred, including payroll.

“Extra Expense” means expense incurred:

- a. To avoid or minimize the suspension of business and to continue your operations at any location;
- b. To minimize the suspension of business if you cannot continue your operations; or

- c. To repair or replace any property; to research, replace, or restore the information on damaged valuable papers and records, but only if those expenses reduce the amounts otherwise payable in this Endorsement.

**D. Broadened Premises**

Throughout the BUILDING AND PERSONAL PROPERTY COVERAGE FORM and the CAUSES OF LOSS – SPECIAL FORM the phrase “within 100 feet” is amended to “within 1,000 feet”.

**E. Business Personal Property – Seasonal Increase**

The Limit of Insurance for Business Personal Property will automatically increase by the amount shown on the WRAP SCHEDULE to provide for peak season periods. Our limit of liability will be no greater than the percentage shown on the WRAP SCHEDULE of the Business Personal Property limit; or the dollar limit shown on the WRAP SCHEDULE, whichever is less. The peak season period is determined when the average monthly values during any 60 day period exceeds the average monthly values of the 12 months immediately preceding the date loss or damage occurs. We will pay for no more than two peak season periods in any policy period.

**F. Computer And Funds Transfer Fraud**

1. We will pay for:
  - a. loss of and loss from damage to money, securities and property other than money and securities resulting directly from a fraudulent:
    - (1) Entry of electronic data or computer program into; or
    - (2) Change of electronic data or computer program within;  
any "computer system" owned, leased or operated by you, provided the fraudulent entry or fraudulent change causes, with regard to F.1.a.(1) and (2) above:
      - (a) Money, securities or property other than money and securities to be transferred, paid or delivered; or
      - (b) Your account at a "financial institution" to be debited or deleted.
  - b. loss resulting directly from a "fraudulent instruction" directing a "financial institution" to debit your "transfer account" and transfer, pay or deliver money or securities from that account.
2. As used in paragraph F.1.a. above, fraudulent entry or fraudulent change of electronic data or computer program shall include such entry or change made by an employee acting, in good faith, upon a "fraudulent instruction" received from a computer software contractor who has a written agreement with you to design, implement or service computer programs for a "computer system" covered under this extension.
3. The most we will pay for loss in any one “occurrence” is shown on the WRAP SCHEDULE.
4. Additional Exclusions, Conditions and Definitions
  - a. Additional Exclusions – We will not pay for loss as specified below:
    - (1) Acts of Employees, Directors, Trustees or Representatives - Loss resulting from any dishonest or criminal act committed by any of your employees, directors, trustees or authorized representatives:
      - (a) Acting alone or in collusion with other persons; or
      - (b) While performing services for you or otherwise.
    - (2) Authorized Access -- Loss resulting from a fraudulent:
      - (a) Entry of electronic data or computer program into; or
      - (b) Change of electronic data or computer program within;  
any "computer system" owned, leased or operated by you by a person or organization with authorized access to that "computer system", except when covered under paragraph F.2.
    - (3) Credit Card Transactions -- Loss resulting from the use or purported use of credit, debit,

charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

- (4) Exchanges Or Purchases -- Loss resulting from the giving or surrendering of property in any exchange or purchase.
- (5) Fraudulent Instructions -- Loss resulting from an employee or "financial institution" acting upon any instruction to:
  - (a) Transfer, pay or deliver money, securities or property other than money and securities; or
  - (b) Debit or delete your account;which instruction proves to be fraudulent, except when covered under Insuring Agreement F.1.b. or F.2.
- (6) Inventory Shortages - Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
  - (a) An inventory computation; or
  - (b) A profit and loss computation.

**b. Additional Definitions**

"Computer system" means:

- (1) Computers, including Personal Digital Assistants (PDAs) and other transportable or handheld devices, electronic storage devices and related peripheral components;
- (2) Systems and applications software; and
- (3) Related communications networks;

by which electronic data is collected, transmitted, processed, stored or retrieved.

"Financial institution" means:

- (1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;
- (2) An insurance company; or
- (3) A stock brokerage firm or investment company.

"Fraudulent instruction" means a computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic, written or voice instruction directing an employee to enter or change electronic data or computer programs within a "computer system" covered under the Insuring Agreement, which instruction in fact was fraudulently issued by your computer software contractor.

"Occurrence" means an:

- (1) Act or series of related acts involving one or more persons; or
- (2) Act or event, or a series of related acts or events not involving any person.

"Transfer account" means an account maintained by you at a "financial institution" from which you can initiate the transfer, payment or delivery of money or securities:

- (1) By means of computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic instructions; or
- (2) By means of written instructions (other than those covered under H. Forgery Or Alteration) establishing the conditions under which such transfers are to be initiated by such "financial institution" through an electronic funds transfer system.

This coverage is in addition to similar coverage in the Crime Section of this policy, if provided. This additional coverage does not nullify any similar coverage in the Crime Section of this policy.

**G. Employee Theft**

1. We will pay for direct loss of or damage to money and securities and property other than money and securities resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:

- a. Cause you to sustain loss or damage; and also
- b. Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
  - (1) Any employee; or
  - (2) Any other person or organization.

We will pay for loss caused by any employee while temporarily outside the coverage territory for a period not more than 90 days.

- 2. We will not pay for loss or damage:
  - a. Resulting from any dishonest or criminal act that you or any of your partners or members commit whether acting alone or in collusion with other persons.
  - b. Resulting from any dishonest act committed by any of your employees (except as provided in G.1. above, managers or directors):
    - (1) Whether acting alone or in collusion with other persons; or
    - (2) While performing services for you or otherwise.
  - c. The only proof of which as to its existence or amount is:
    - (1) An inventory computation; or
    - (2) A profit and loss computation.
- 3. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for Employee Theft shown on the WRAP SCHEDULE.
- 4. All loss or damage:
  - a. Caused by one or more persons; or
  - b. Involving a single act or series of acts;
 is considered one occurrence.
- 5. If any loss is covered:
  - a. Partly by this insurance; and
  - b. Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;
 the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

- 6. This coverage is cancelled as to any employee immediately upon discovery by:
  - a. You; or
  - b. Any of your partners, members, managers, officers, or directors not in collusion with the employee;
 of any dishonest act committed by that employee before or after being hired by you.
- 7. We will pay only for covered loss or damage sustained during the policy period and discovered no later than one year from the end of the policy period.
- 8. If you (or any predecessor in interest) sustained loss or damage during the policy period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this coverage, provided:

- a. This coverage became effective at the time of cancellation or termination of the prior insurance; and
  - b. The loss or damage would have been covered by this coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
9. The insurance under paragraph 8. above is part of, not in addition to, the Limit of Insurance applying to this coverage and is limited to the lesser of the amount recoverable under:
- a. This coverage as of its effective date; or
  - b. The prior insurance had it remained in effect.
10. With respect to the Employee Theft Coverage, employee means:
- a. Any natural person:
    - (1) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to theft or any dishonest act committed by the employee;
    - (2) Who you compensate directly by salary, wages or commissions; and
    - (3) Who you have the right to direct and control while performing services for you;
  - b. Any natural person who is furnished temporarily to you:
    - (1) To substitute for a permanent employee as defined in paragraph a. above, who is on leave; or
    - (2) To meet seasonal or short-term workload conditions;
  - c. Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in paragraph b. above;
  - d. Any natural person who is a former employee, director, partner, member, manager, representative or trustee retained as a consultant while performing services for you; or
  - e. Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside any building you occupy in conducting your business.

But employee does not mean:

- a. Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
  - b. Any manager, director or trustee except while performing acts coming within the usual duties of an employee.
11. When any terms or conditions of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, or CAUSES OF LOSS SPECIAL FORM are in conflict with this additional coverage, the provisions of this additional coverage shall supersede.

This coverage is in addition to similar coverage in the Crime Section of this policy, if provided. This additional coverage does not nullify any similar coverage in the Crime Section of this policy.

#### **H. Forgery Or Alteration**

1. We will pay for loss resulting directly from forgery or alteration of, any check, draft, promissory note, bill of exchange or similar written promise of payment in money, that you or your agent has issued, or that was issued by someone who impersonates you or your agent.
2. If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in money, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.
3. For the purpose of this coverage, check includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.

4. The most we will pay for any loss, including legal expenses, is the Limit of Insurance for Forgery Or Alteration shown on the WRAP SCHEDULE.

This coverage is in addition to similar coverage in the Crime Section of this policy, if provided. This additional coverage does not nullify any similar coverage in the Crime Section of this policy.

#### **I. Landlord Furnishings**

Item A. Coverage; 1. Covered Property; a. Building on the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is amended to add:

Your personal property in apartments, rooms or common areas furnished by you as landlord;

If your Covered Property is provided on a Blanket Summary basis, the most we will pay under this Extension is 25% above the building value at the location of the loss as shown in the latest Statement of Values reported to us.

Coverage for Landlord Furnishings does not increase the Limit of Insurance for Building Coverage.

#### **J. Lock Replacement Due To Theft Of Keys Or Transmitters**

We will pay up to the limit shown on the WRAP SCHEDULE in any one occurrence for the cost to repair or replace the door locks or tumblers or overhead door transmitters of your described premises due to theft of your door keys, including electronic magnetic keys, or overhead door transmitters.

#### **K. Money And Securities**

1. We will pay for loss of money and securities used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property, at the described premises, or in transit between any of these places, resulting from:
  - a. Theft, meaning any act of stealing;
  - b. Disappearance; or
  - c. Destruction.
2. In addition to the Limitations and Exclusions applicable to property coverage, we will not pay for loss:
  - a. Resulting from accounting or arithmetical errors or omissions;
  - b. Due to the giving or surrendering of property in any exchange or purchase; or
  - c. Of property contained in any money-operated device unless the amount of money deposited in it is recorded by a continuous recording instrument in the device.
3. The most we will pay for loss in any one occurrence is:
  - a. The Inside Limit shown on the WRAP SCHEDULE for money and securities while:
    - (1) In or on the described premises; or
    - (2) Within a bank or savings institution; and
  - b. The Outside Limit shown on the WRAP SCHEDULE for money and securities while anywhere else.
4. All loss:
  - a. Caused by one or more persons; or
  - b. Involving a single act or series of related acts;is considered one occurrence.
5. You must keep records of all money and securities so we can verify the amount of any loss or damage.
6. In the event of loss or damage, we will determine the value as follows:
  - a. Money at its face value; and
  - b. Securities at their value at the close of business on the day the loss is discovered.



This coverage is in addition to similar coverage in the Crime Section of this policy, if provided. This additional coverage does not nullify any similar coverage in the Crime Section of this policy.

#### **L. Money Orders And Counterfeit Money**

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, money or services:

1. Money orders issued by any post office, express company or bank that are not paid upon presentation; or
2. Counterfeit money that is acquired during the regular course of business. Counterfeit money means an imitation of money that is intended to deceive and to be taken as genuine.

The most we will pay for loss under this Extension is shown on the WRAP SCHEDULE.

This coverage is in addition to similar coverage in the Crime Section of this policy, if provided. This additional coverage does not nullify any similar coverage in the Crime Section of this policy.

#### **M. Newly Acquired Or Constructed Property**

Item A. Coverage; 5. Coverage Extensions; a. Newly Acquired Or Constructed Property on the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is deleted and replaced as follows:

##### **a. Newly Acquired Or Constructed Property**

###### **(1) Coverage**

You may extend Building, Business Personal Property, Broadened Business Income and Flex Coverage Extensions to apply to the following Covered Property:

- (a) Your new buildings during and after construction on the described premises;
- (b) Buildings you acquire at locations, other than the described premises, intended for:
  - (i) Similar use as the building described in the Declarations; or
  - (ii) Use as a warehouse;
- (c) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;
- (d) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; and
- (e) Business personal property that you newly acquire, located at the described premises.

This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property;
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities; or
- (iii) Broadened Business Income at fairs, trade shows or exhibitions.

###### **(2) Limit Of Insurance**

The most we will pay for loss under Newly Acquired Or Constructed Property for combined coverages that would qualify as Covered Property in paragraph (1) above for any one occurrence is shown on the WRAP SCHEDULE

Subject to this Newly Acquired or Constructed Property combined limit, the most we will pay for

- (a) Section I. FLEX COVERAGE EXTENSIONS; and
- (b) Section II. COVERAGE FEATURES; C. Broadened Business Income

of this Endorsement are their respective limits shown on the WRAP SCHEDULE.

###### **(3) Period Of Coverage**

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 180 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

## **N. Ordinance Or Law**

This Extension applies only to buildings to which the Replacement Cost Optional Coverage applies.

1. If a Covered Cause of Loss occurs to covered Building property, we will pay:

- a. Coverage A – Coverage for Loss to the Undamaged Portion of the Building

With respect to the building that has sustained covered direct physical damage, we will pay under Coverage A for the loss in value of the undamaged portion of the building as a consequence of the enforcement of an ordinance or law that requires demolition of undamaged parts of the same building. Coverage A is included in the Building Limit. If your Covered Property is provided on a Blanket Summary basis, the most we will pay under this Extension is 25% above the value of the damaged building as shown in the latest Statement of Values reported to us.

If you are a tenant, we will pay for the loss in value of your improvements and betterments as a consequence of the enforcement of an ordinance or law that requires demolition of undamaged parts of the same building. Coverage A is included in the Business Personal Property Limit. If your Covered Property is provided on a Blanket Summary basis, the most we will pay under this Extension is 25% above the value of the business personal property at the location of the loss as shown in the latest Statement of Values reported to us.

Coverage A does not increase the Limit of Insurance for Building or Business Personal Property Coverage.

- b. Coverage B – Demolition Cost Coverage

With respect to the building or business personal property for your use interest as tenant in improvements and betterments only that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same covered property, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.

The most we will pay for loss under Coverage B is the amount you actually spend to demolish and clear the site of the described premises, subject to the limit shown in paragraph c. below.

- c. Coverage C – Increased Cost Of Construction

Item A. Coverages; 4. Additional Coverages; e. Increased Cost Of Construction; paragraph (6) on the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is deleted and replaced with the following:

- (6) The most we will pay under Coverages B and C combined, for loss or damage to any building or business personal property for your use interest as tenant in improvements and betterments only, is shown on the WRAP SCHEDULE. This limit is in addition to the Limit of Insurance for Building Coverage.

- d. Increased Period of Restoration

If a Covered Cause of Loss occurs to property at the premises described in the Declarations, Broadened Business Income coverage is extended to also include the amount of actual and necessary loss you sustain during the increased period of suspension of operations caused by or resulting from the enforcement of any ordinance or law that:

- (1) Regulates the construction or repair of any property;

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- (2) Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and
- (3) Is in force at the time of loss.

However, coverage is not extended under this endorsement to include loss caused by or resulting from the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

Coverage for increased period of restoration does not increase the Limit of Insurance for Broadened Business Income Coverage.

## **O. Outdoor Property**

Item A. Coverage; 5. Coverage Extensions; e. Outdoor Property on the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is deleted and replaced with the following:

### **e. Outdoor Property**

You may extend the insurance provided by this Endorsement to apply to:

- (1) Outdoor trees, shrubs and plants (other than "stock" of trees, shrubs or plants) including Debris Removal expenses.

The most we will pay for loss or damage by a Covered Cause of Loss is shown on the WRAP SCHEDULE. We will not pay for loss or damage to outdoor trees, shrubs, and plants (other than "stock" of trees, shrubs or plants) resulting from the following causes of loss: windstorm or hail; vehicles; vandalism or disease.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

- (2) Fences and Antennas

We will pay for a loss to fences, radio and television antennas (including lead-in wiring, masts, towers or satellite dishes) for any Covered Cause of Loss.

The following Exclusions do not apply to the Fences and Antennas Extension:

- (i) Item B. Exclusions; 1.b. Earth Movement on the CAUSES OF LOSS – SPECIAL FORM;
- (ii) Item B. Exclusions; 1.g. Water on the CAUSES OF LOSS – SPECIAL FORM; and
- (iii) CP 1032 WATER EXCLUSION ENDORSEMENT.

The most we will pay for loss under this Extension is shown on the WRAP SCHEDULE.

## **P. Outdoor Signs**

Item C. Limits Of Insurance; the second paragraph starting with "The most we will pay for loss or damage to outdoor signs" on the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is deleted and replaced with the following:

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is shown on the WRAP SCHEDULE. This limit applies per sign in any one occurrence.

The following Exclusions do not apply to outdoor signs not attached to your covered building:

- (i) Item B. Exclusions; 1.b. Earth Movement on the CAUSES OF LOSS – SPECIAL FORM;
- (ii) Item B. Exclusions; 1.g. Water on the CAUSES OF LOSS – SPECIAL FORM; and
- (iii) CP 1032 WATER EXCLUSION ENDORSEMENT.

## **Q. Personal Effects (Excluding Employee Tools)**

Item A. Coverages; 5. Coverage Extensions; b. Personal Effects And Property Of Others; paragraph (1) on the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is amended as follows:

The most we will pay at each described premises for loss under paragraph (1), Personal effects owned by you, your officers, your partners or members, your managers or your employees, is shown on the WRAP SCHEDULE. The theft limitation is deleted.

We will not pay for tools owned by you, your officers, your partners or members, your managers or your employees under this Extension.

This Personal Effects extension will also apply away from the described premises while performing duties in the course of your business operations. We will not pay for loss or damage to household or personal effects while at your residence or the residence of your officers, directors, partners, members, managers or your employees.

## **R. Personal Property Away From Premises**

### **1. Property Off-Premises**

Item A. Coverage; 5. Coverage Extensions; d. Property Off-Premises on the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is amended as follows:

Paragraph (1)(a) is deleted and replaced with the following:

- (1)(a)** At a location you do not own, lease or operate, including but not limited to property while at your residence; or the residence of your officers, your partners or members, your managers or your employees;

Paragraph (2)(b) property in the care, custody or control of your salespersons is deleted.

Paragraph (3) is deleted and replaced with the following:

- (3)** The most we will pay for loss or damage under this Extension for:

- (a)** Property at any fair, trade show or exhibition;
  - (b)** Property in a non-owned location; and
  - (c)** Property in the care, custody or control of a salesperson;
- is shown on the WRAP SCHEDULE.

### **2. Property In Transit (Any Vehicle)**

Item F. Additional Coverage Extensions; 1. Property In Transit on the CAUSES OF LOSS – SPECIAL FORM is deleted and replaced with the following:

#### **1. Property In Transit (Any Vehicle)**

This Extension applies only to your personal property to which this Endorsement applies.

- a.** You may extend the insurance provided by this Coverage Part to apply to your personal property (including property in the care custody or control of your salespersons) in transit in or on any vehicle more than 1,000 feet from the described premises. Property must be between points in the coverage territory.
- b.** Coverage for property in the possession of a carrier for hire is excess of any other applicable insurance, whether collectible or not.
- c.** Loss or damage must be caused by or result from a Covered Cause of Loss or one of the following additional causes of loss:
  - (1)** Collapse of bridges, culverts, docks, or wharves.
  - (2)** Earth Movement. Item B. Exclusions; 1.b. Earth Movement on the CAUSES OF LOSS – SPECIAL FORM does not apply to the Property In Transit Extension.
  - (3)** Item A. Coverage; 1. Covered Property; 2.i. Property Not Covered Airborne/Waterborne Personal Property on the BUILDING AND PERSONAL PROPERTY COVERAGE FORM does not apply to the Property In Transit Extension.
  - (4)** Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.

(5) Water. Item B. Exclusions; 1.g. Water on the CAUSES OF LOSS – SPECIAL FORM and CP 1032 WATER EXCLUSION ENDORSEMENT do not apply to the Property In Transit Extension.

d. The most we will pay in any one occurrence for loss or damage under this Extension is shown on the WRAP SCHEDULE.

This Extension is additional insurance. Item F. Additional Conditions; 1. Coinsurance on the BUILDING AND PERSONAL PROPERTY COVERAGE FORM does not apply to this Extension.

### 3. Builders Definition

With respect to Personal Property Away From Premises, Items 1. Property Off-Premises and 2. Property In Transit (Any Vehicle) above; the limitation 2.c. Builders' machinery, tools and equipment on the CAUSES OF LOSS – SPECIAL FORM; builders means the following:

1. Builders include general contractors and any specialized subcontractor in the building construction trade. Specialized subcontractors include, but are not limited to electricians, carpenters, plumbers, heating system installers, landscape or land grading or other similar construction operations requiring specific expertise. A builder does not include construction operations that are incidental to the insured's primary non-construction operations. Examples include but are not limited to:
  - a. Installation work related to manufacturing or distribution operations;
  - b. Services arising out of building maintenance or upkeep, such as janitorial operations with secondary fix-it services; or
  - c. Any similar secondary operations which could be considered within this meaning of builders if such operation were principle to the insured's operation.

### S. Photographic Or Scientific Instrument Lenses

Item C. Limitations; paragraph 2.b. on the CAUSES OF LOSS – SPECIAL FORM is amended to add:

This restriction does not apply to photographic or scientific instrument lenses.

Coverage for photographic or scientific instrument lenses does not increase the Limit of Insurance for Business Personal Property Coverage.

### T. Pollutant Clean-up And Removal

The most we will pay under item A. Coverages; 4. Additional Coverages; d. Pollutant Clean-up And Removal on the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is increased to the limit shown on the WRAP SCHEDULE during each separate 12 month period of this policy.

### U. Tenant Building – Required By Lease

We will pay for direct physical loss of or damage to the building at the locations scheduled on the Declarations resulting from a Covered Cause of Loss provided that:

- a. You are a tenant of the building shown in the Schedule; and
- b. You have a contractual responsibility in your lease to insure the building, or a contractual responsibility in your lease to pay for loss or damage to that property.

Building includes building fixtures, including outdoor fixtures, and permanently installed machinery and equipment.

The most we will pay for loss under this Extension is shown on the WRAP SCHEDULE.

### V. Tenant Glass Breakage

1. We will pay for direct physical loss of or damage to building glass at the locations scheduled on the Declarations resulting from a Covered Cause of Loss provided that:
  - a. You are a tenant of the building shown in the Schedule; and
  - b. You have a contractual responsibility to insure the building glass, or a contractual responsibility to pay for loss or damage to that property.

2. The value of property covered under this Endorsement will be determined in accordance with item E. Loss Conditions; 7. Valuation on the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, or at the amount for which you are liable under contract, whichever is less. If required by law, glass is covered at the cost of replacement with safety glazing material. The most we will pay under this Extension is shown on the WRAP SCHEDULE.

#### **W. Theft Of Building Materials**

Item C. Limitations; paragraph 1.d. on the CAUSES OF LOSS – SPECIAL FORM is amended to add:

The most we will pay for loss or damage by theft or attempted theft of building materials and supplies not attached as part of the building or structure located either on or off premises owned by you is shown on the WRAP SCHEDULE.

#### **X. Unscheduled Structures**

If this policy covers Building at the described premises, you may extend that insurance to apply to garages, storage buildings and structures that pertain to your business at the premises described in the declarations.

The most we will pay for all unscheduled structures under this Extension is the Limit of Insurance for Building Coverage or the limit shown on the WRAP SCHEDULE; whichever is less.

#### **Y. Valuable Papers And Records (Other Than Electronic Data)**

Items 1. and 2. of A. Coverage; 5. Coverage Extensions; c. Valuable Papers And Records (Other Than Electronic Data) on the BUILDING AND PERSONAL PROPERTY COVERAGE FORM are deleted and replaced with the following:

1. You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on your valuable papers and records; or property of others in your care, custody, or control for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.
2. If the Causes Of Loss – Special Form applies, coverage under this Extension includes all Covered Causes of Loss within that coverage form.

The following Exclusions do not apply to this Extension:

- (i) Item B. Exclusions; 1.b. Earth Movement on the CAUSES OF LOSS – SPECIAL FORM;
- (ii) Item B. Exclusions; 1.g. Water on the CAUSES OF LOSS – SPECIAL FORM;
- (iii) Item B. Exclusions; 2.h. Dishonest or Criminal Acts but only as it relates to carriers for hire; and
- (iv) CP 1032 WATER EXCLUSION ENDORSEMENT.

The most we will pay for item A. Coverage; 5. Coverage Extensions; c. Valuable Papers And Records (Other Than Electronic Data) on the BUILDING AND PERSONAL PROPERTY COVERAGE FORM on or away from the described premises is shown on the WRAP SCHEDULE.

To the extent that the contents of the valuable papers and records are not restored, the valuable papers and records will be valued at the cost of replacement with blank materials of substantially identical type.

### **III. CLAIM FRIENDLY SUPPORT**

#### **A. Coinsurance Waiver On Losses Under \$10,000**

Item F. Additional Conditions; 1. Coinsurance on the BUILDING AND PERSONAL PROPERTY COVERAGE FORM does not apply if:

1. The covered loss is less than \$10,000; or
2. Agreed Value Optional Coverage applies.

This provision will not apply to subsequent losses if we have notified you that a penalty would have applied and proper limits of insurance were not obtained within 30 days of such notice.

#### **B. Covered Crime Reward**

We will pay up to the Covered Crime Reward limit shown on the WRAP SCHEDULE for information that leads to a conviction in connection with a covered loss under this policy. Regardless of the number of persons involved in providing information, our liability under this Extension will not be increased. The amount of reward to be paid will be determined by us and must be disclosed prior to the information leading to conviction provided by informant is disclosed, but shall in no event be more than the Covered Crime Reward limit described above.

**C. Removal Of Property To Prevent A Loss**

Item A. Coverage; 4. Additional Coverages; b. Preservation Of Property on the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is amended to add:

We will also pay costs or expenses to remove or protect Covered Property at locations endangered by a Covered Cause of Loss that would have caused direct physical loss of or damage to such Covered Property.

The limit shown on the WRAP SCHEDULE is an additional amount we will pay for these costs or expenses.

**D. Deductible Provisions**

Item D. Deductible on the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is amended by adding:

When an occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible; however, the Deductible will be applied only once per occurrence.

Refer to Section III.D. Deductible Provisions on the WRAP SCHEDULE for applicable deductibles.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## EQUIPMENT BREAKDOWN WRAP CAUSES OF LOSS - BREAKDOWN

### Equipment Breakdown Coverages Plus Expanded Coverages

This Endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
COMPUTER AMENDATORY  
CAUSES OF LOSS - SPECIAL FORM  
WATER EXCLUSION ENDORSEMENT

When added to the policy:

BUSINESS INCOME (AND EXTRA EXPENSE)  
BUSINESS INCOME (WITHOUT EXTRA EXPENSE)

This Coverage Form applies only to the premises in the Declarations where the CAUSES OF LOSS-SPECIAL FORM is shown.

### SCHEDULE

Coverages	Limit
<b>I. Additional Covered Causes of Loss Section</b>	
A. Equipment Breakdown	Included
B. Limited Additional Breakdown Coverages	
1. Expediting Expenses	\$25,000 *
2. Hazardous Substances	\$25,000 *
3. CFC Refrigerants	Included
4. Business Income and Extra Expense	Included **
Deductible: \$500, or as shown on the Covered Property and Income Coverages; whichever is greatest. *	
<b>II. Expanded Coverage Section</b>	
The most we will pay for any of the expanded coverages is the limit of insurance shown in this Schedule.	
A. SPOILAGE COVERAGE (includes temperature and humidity change)	
1. "Perishable Stock"	\$25,000
2. Deductible	\$500 *
3. Breakdown or Contamination	Included
4. Power Outage	Included
5. Selling Price	Included
B. UTILITY SERVICES – DIRECT DAMAGE and TIME ELEMENT COVERAGE **	
1. Building, Business Personal Property, and if applicable Business Income and Extra Expense combined	\$25,000
2. Water Supply Property	Included
3. Wastewater Removal Property	Included
4. Communication Supply Property (including overhead transmission lines)	Included
5. Power Supply Property (including overhead transmission lines)	Included
6. Covered Causes of Loss applicable	Special, and Equipment Breakdown
7. Time Element	24 Hour Waiting Period

\* Unless otherwise shown on a Breakdown Coverage Modification Endorsement

\*\* When Business Income Forms are added to the policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Endorsement Schedule of the Declarations as applicable to this endorsement.)



## I. Additional Covered Causes Of Loss

The following is added as an Additional Coverage on the CAUSES OF LOSS—SPECIAL FORM:

### A. Additional Coverage – Equipment Breakdown

The term Covered Cause of Loss includes the Additional Coverage Equipment Breakdown as described and limited below.

1. We will pay for direct physical damage to Covered Property that is the direct result of an “accident”. As used in this Additional Coverage, “accident” means a fortuitous event that causes direct physical damage to “covered equipment”. The event must be one of the following:
  - a. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
  - b. Artificially generated electrical, magnetic or electromagnetic energy, including electric arcing, that damages, disturbs, disrupts or otherwise interferes with any electrical or electronic wire, device, appliance, system or network;
  - c. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
  - d. Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
  - e. Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

### B. Limited Additional Breakdown Coverages

Unless otherwise shown in a Breakdown Coverage Modification Endorsement or Schedule, the following coverages also apply to the direct result of an “accident”. These coverages do not provide additional amounts of insurance.

#### 1. Expediting Expenses

With respect to your damaged Covered Property, we will pay the reasonable extra cost to:

- a. Make temporary repairs; and
- b. Expedite permanent repairs or permanent replacement.

The most we will pay for loss or expense under this coverage is \$25,000 unless otherwise shown in a Breakdown Coverage Modification Endorsement or Schedule.

#### 2. Hazardous Substances

We will pay for the additional cost to repair or replace Covered Property because of contamination by a “hazardous substance”. This includes the additional costs to clean up or dispose of such property.

As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown coverage had no “hazardous substance” been involved.

The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$25,000 unless otherwise shown in a Breakdown Coverage Modification Endorsement or Schedule.

#### 5. CFC Refrigerants

We will pay for the additional cost to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances. This means the additional cost to do the least expensive of the following:

- a. Repair the damaged property and replace any lost CFC refrigerant;
- b. Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or
- c. Replace the system with one using a non-CFC refrigerant.

Additional costs mean those beyond what would have been required had no CFC refrigerant been involved.

The most we will pay under this coverage is the applicable Limit of Insurance for Covered Property.

## **6. Business Income and Extra Expense**

Any insurance provided under this coverage part for Business Income or Extra Expense is extended to the coverage provided by this Endorsement. However, if a deductible is shown in a Breakdown Coverage Modification Endorsement, then as respects Equipment Breakdown coverage, the "period of restoration" will begin immediately after the "accident", and the deductible shown in the Breakdown Coverage Modification Endorsement will apply.

The most we will pay for loss or expense under this coverage is the applicable limit for Business Income and Extra Expense, unless otherwise shown in a Breakdown Coverage Modification Endorsement.

## **C. Conditions**

The following Conditions are added to item F. Additional Conditions on the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, the Commercial Property Conditions and the Common Policy Conditions.

### **1. Suspension**

Whenever "covered equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" to that "covered equipment". This can be done by mailing or delivering a written notice of suspension to:

- a. Your last known address; or
- b. The address where the "covered equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an Endorsement for that "covered equipment". If we suspend your insurance, you will get a pro rata refund of premium for that "covered equipment". But the suspension will be effective even if we have not yet made or offered a refund.

### **2. Jurisdictional Inspections**

If any property that is "covered equipment" under this Endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

### **3. Environmental, Safety and Efficiency Improvements**

If "covered equipment" requires replacement due to an "accident", we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to repair or replace with like kind and quality. This condition does not increase any of the applicable limits. This condition does not apply to any property to which Actual Cash Value applies.

### **4. Coinsurance**

If a coinsurance percentage is shown in a Breakdown Coverage Modification Endorsement for specified coverages, the following condition applies.

We will not pay for the full amount of your loss if the applicable limit is less than the product of the specified coinsurance percentage times the value of the property subject to the coverage at the time of the loss. Instead, we will determine what percentage this calculated product is compared to the applicable limit and apply that percentage to the gross amount of loss. We will then subtract the applicable deductible. The resulting amount, or the applicable limit, is the most we will pay. We will not pay for the remainder of the loss. Coinsurance applies separately to each insured location.

## **D. Deductible**

The deductible in the Schedule applies to this Equipment Breakdown, unless modified on a Breakdown Coverage Modification Endorsement. If a separate Equipment Breakdown deductible is shown, the following applies.

Only as regards Equipment Breakdown Coverage, item D. Deductible on the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is deleted and replaced with the following:

### **1. Deductibles for Each Coverage**

- a. Unless a Breakdown Coverage Modification Endorsement or Schedule indicates that your deductible is combined for all coverage, multiple deductibles may apply to any "one accident".
- b. We will not pay for loss, damage or expense under any coverage until the amount of the covered loss, damage or expense exceeds the deductible amount indicated for that coverage in a Breakdown Coverage Modification Endorsement or Schedule. We will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit.
- c. If deductibles vary by type of "covered equipment" and more than one type of "covered equipment" is involved in any "one accident", only the highest deductible for each coverage will apply.

### **2. Direct and Indirect Coverages**

- a. Direct Coverages Deductibles and Indirect Coverages Deductibles may be indicated in a Breakdown Coverage Modification Endorsement.
- b. Unless more specifically indicated in a Breakdown Coverage Modification Endorsement:
  - (1) Indirect Coverages Deductibles apply to Business Income and Extra Expense loss; and.
  - (2) Direct Coverages Deductibles apply to all remaining loss, damage or expense covered by this Endorsement.

### **3. Application of Deductibles**

#### **a. Dollar Deductibles**

We will not pay for loss, damage or expense resulting from any "one accident" until the amount of loss, damage or expense exceeds the applicable Deductible shown in a Breakdown Coverage Modification endorsement or Schedule. We will then pay the amount of loss or damage in excess of the applicable Deductible or Deductibles, up to the applicable Limit of Insurance.

#### **b. Time Deductible**

If a time deductible is shown in a Breakdown Coverage Modification Endorsement or Schedule, we will not be liable for any loss occurring during the specified number of hours or days immediately following the "accident". If a time deductible is expressed in days, each day shall mean 24 consecutive hours.

#### **c. Multiple of Average Daily Value (ADV)**

If a deductible is expressed as a number times Average Daily Value (ADV), that amount will be calculated as follows:

The ADV will be the Business Income (as defined in any Business Income coverage that is part of this policy) that would have been earned during the period of interruption of business had no "accident" occurred, divided by the number of working days in that period. No reduction shall be made for the Business Income not being earned, or in the number of working days, because of the "accident" or any other scheduled or unscheduled shutdowns during the period of interruption. The ADV applies to the Business Income value of the entire location, whether or not the loss affects the entire location. If more than one location is included in the valuation of the loss, the ADV will be the combined value of all affected locations. For purposes of this calculation, the period of interruption may not extend beyond the "period of restoration".

The number indicated in a Breakdown Coverage Modification Endorsement shall be multiplied by the ADV as determined above. The result shall be used as the applicable deductible.

#### **d. Percentage of Loss Deductibles**

If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is

less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

All Exclusions in the CAUSES OF LOSS – SPECIAL FORM apply except as modified below and to the extent that coverage is specifically provided by this Endorsement.

### 1. Modified Exclusions

The Exclusions are modified as follows:

- a. Item B. Exclusions; 1.g. on the CAUSES OF LOSS – SPECIAL FORM and item B. Water; paragraph 1. on CP 1032 WATER EXCLUSION ENDORSEMENT are amended to add:

However, if electrical “covered equipment” requires drying out because of Water as described in g.(1) through g.(3) on the CAUSES OF LOSS – SPECIAL FORM or 1. through 3. on CP 1032 WATER EXCLUSION ENDORSEMENT, we will pay for the direct expenses of such drying out subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies.

- b. As respects this Endorsement only, the last paragraph of item B. Exclusions; 2.d. on the CAUSES OF LOSS – SPECIAL FORM is deleted and replaced with the following:

But if an excluded cause of loss that is listed in 2.d.(1) through (7) results in an “accident”, we will pay for the loss or damage caused by that “accident”.

### 2. Additional Exclusions

The following Exclusions are added:

- a. We will not pay under this Endorsement for loss, damage or expense caused by or resulting from:

(1) A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel or an electrical insulation breakdown test of any type of electrical equipment; or

(2) Any of the following:

(a) Defect, programming error, programming limitation, computer virus, malicious code, loss of “data”, loss of access, loss of use, loss of functionality or any other condition within or involving “data” or “media” of any kind; or

(b) Misalignment, miscalibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by the performance of maintenance.

However, if an “accident” results, we will pay for the resulting loss, damage or expense caused by that “accident”.

- b. With respect to Service Interruption coverage, we will also not pay for an “accident” caused by or resulting from: fire; lightning; windstorm or hail; explosion (except as specifically provided in 1.c. under Additional Coverage Equipment Breakdown above); smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice or sleet; freezing; collapse; flood or earth movement.

- c. With respect to this Equipment Breakdown coverage only, we will not pay for penalty costs resulting from the suspension, lapse or cancellation of a contract that is directly caused by an “accident” to “covered equipment”.

- d. We will not pay under Section I., Additional Covered Causes of Loss of this Endorsement, for Spoilage loss or damage caused by or resulting from an “accident” when Breakdown or Contamination coverage is provided in Section II., Expanded Coverage of this Endorsement.

All provisions in the BUSINESS AND PERSONAL PROPERTY COVERAGE FORM apply except as modified below and to the extent that coverage is specifically provided by this Endorsement.

### 1. Limit

The most we will pay for loss, damage or expense arising from any “one accident” is the applicable Limit of Insurance shown in the Declarations unless otherwise shown in a Breakdown Coverage Modification Endorsement. Coverage provided under this Endorsement does not provide an additional amount of insurance.

## 2. Additional Definitions

a. "Boilers and Vessels" means:

- (1) Any boiler, including attached steam, condensate and feedwater piping; and
- (2) Any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents.

This term does not appear elsewhere in this Equipment Breakdown coverage, but may appear in a Breakdown Coverage Modification Endorsement.

b. "Covered equipment"

- (1) "Covered equipment" means, unless otherwise specified in a Breakdown Coverage Modification Endorsement, Covered Property:

- (a) That generates, transmits or utilizes energy, including electronic communications and data processing equipment; or
  - (b) Which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.
- (2) None of the following is "covered equipment":
- (a) Structure, foundation, cabinet, compartment or air supported structure or building;
  - (b) Insulating or refractory material;
  - (c) Sewer piping, buried vessels or piping, or piping forming a part of a sprinkler or fire suppression system;
  - (d) Water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
  - (e) "Vehicle", or any equipment mounted on a "vehicle";
  - (f) Satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
  - (g) Dragline, excavation or construction equipment;
  - (h) Equipment manufactured by you for sale; or
  - (i) Patterns, dies, molds and forms.

c. "Data" means information or instructions stored in digital code capable of being processed by machinery.

d. "Hazardous substance" means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.

e. "Media" means material on which "data" is recorded, such as magnetic tapes, hard disks, optical disks or floppy disks.

f. "One accident" means: If an initial "accident" causes other "accidents", all will be considered "one accident". All "accidents" that are the result of the same event will be considered "one accident".

g. "Production Machinery" means any machine or apparatus that processes or produces a product intended for eventual sale. However, "production machinery" does not mean any fired or unfired pressure vessel other than a cylinder containing a movable plunger or piston.

This term does not appear elsewhere in this Equipment Breakdown coverage, but may appear in a Breakdown Coverage Modification Endorsement.

h. "Vehicle" means, as respects this Endorsement only, any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to, car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester.

However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle".

## II. Expanded Coverages

**COORDINATION OF LIMITS** – The following Condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

If other specific insurance is written by us covering the same loss or damage provided by this form, then the broadest coverage is primary. Each coverage form written by us, whether primary or excess, is subject to its own terms and conditions including deductibles. We will not pay more than the actual loss, or applicable combined limits of insurance, whichever is less.

### A. Spoilage Coverage (includes temperature and humidity change)

The BUILDING AND PERSONAL PROPERTY COVERGE FORM is extended to insure against direct physical loss or damage by the Covered Causes of Loss, but only with respect to this Spoilage Coverage.

1. Paragraph A.1., Covered Property, is replaced by the following:

#### 1. Covered Property

Covered Property means "perishable stock" at the described premises owned by you or by others that is in your care, custody or control.

2. With respect to the coverage provided by this endorsement, property located on buildings or in the open or in vehicles is considered to be Property Not Covered.

3. Paragraph A.3., Covered Causes Of Loss, is replaced by the following:

#### 3. Covered Causes Of Loss

Covered Causes of Loss means the following:

a. Breakdown or Contamination, meaning:

(1) Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, only while such equipment or apparatus is at the described premises; and

(2) Contamination by the refrigerant.

b. Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

#### 4. Selling Price

The following is added to the Valuation Loss Condition:

We will determine the value of finished "perishable stock" in the event of loss or damage at:

a. The selling price, as if no loss or damage had occurred;

b. Less discounts and expenses you otherwise would have had.

5. Paragraph A.5., Coverage Extensions, does not apply.

6. Paragraph B., Exclusions, is replaced by the following:

### B. Exclusions

1. Only the following Exclusions contained in Paragraph B.1. of the Causes of Loss Form applicable to this Coverage Part apply to Spoilage Coverage:

a. Earth Movement;

b. Governmental Action;

c. Nuclear Hazard;

d. War And Military Action; and

e. Water.

2. The following Exclusions are added:

We will not pay for loss or damage caused by or resulting from:

- a. The disconnection of any refrigerating, cooling or humidity control system from the source of power.
- b. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
- c. The inability of an Electrical Utility Company or other power source to provide sufficient power due to:
  - (1) Lack of fuel; or
  - (2) Governmental order.
- d. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.
- e. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

7. Paragraph D., Deductible, is replaced by the following:

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Schedule for this Spoilage Coverage. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance. No other deductible in this policy applies to the coverage provided by this endorsement.

8. Paragraph G., Optional Coverages, does not apply.

9. The following is added to the Definitions:

"Perishable stock" means personal property:

- a. Maintained under controlled conditions for its preservation; and
- b. Susceptible to loss or damage if the controlled conditions change.

## **B. Utility Services**

### **1. Direct Damage and Time Element Coverage**

We will pay for loss of or damage to Covered Property described in the Schedule, caused by an interruption in utility service to the described premises. Your coverage for Business Income and/or Extra Expense, as provided and limited in the applicable Coverage Form, is also extended to apply to a "suspension" of "operations" at the described premises caused by an interruption in utility service to that premises.

The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss (as indicated in the Schedule) to the property described in Paragraph 3.

### **2. Exception**

Coverage under this Utility Services Coverage for loss or damage to Covered Property does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in the Coverage Form to which this endorsement applies.

### **3. Utility Services**

- a. Water Supply Property, meaning the following types of property supplying water to the described premises:
  - (1) Pumping stations; and
  - (2) Water mains.
- b. Wastewater Removal Property, meaning a utility system for removing wastewater and sewage from the described premises, other than a system designed primarily for draining storm water. The utility property includes sewer mains, pumping stations and similar equipment for moving the effluent to a holding, treatment or disposal facility, and includes such facilities.

Coverage under this endorsement does not apply to interruption in service caused by or resulting from a discharge of water or sewage due to heavy rainfall or flooding.

- c. Communication Supply Property, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
  - (1) Communication transmission lines, including optic fiber transmission lines;
  - (2) Coaxial cables; and
  - (3) Microwave radio relays except satellites.
- d. Power Supply Property, meaning the following types of property supplying electricity, steam or gas to the described premises:
  - (1) Utility generating plants;
  - (2) Switching stations;
  - (3) Substations;
  - (4) Transformers; and
  - (5) Transmission lines.

**4. Definition**

As used in this endorsement, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

**5. Coinsurance Waiver**

The Coinsurance Additional Condition does not apply to this endorsement.

**6. Limit Of Insurance**

The limit of insurance shown in the schedule is the most we will pay for Building, Business Personal Property, and Business Income and Extra Expense combined.

**7. Deductible**

Unless otherwise shown in a Breakdown Coverage Modification Endorsement, this Utility Services-Time Element coverage will not apply unless the failure or disruption of service exceeds 24 hours immediately following the "accident". Once this waiting period is met, coverage will commence at the initial time of the interruption and will be subject to all applicable deductibles.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **KENTUCKY CHANGES**

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** The following exclusion and related provisions are added to Paragraph **B.2. Exclusions** in the Causes Of Loss Forms and to any Coverage Form or policy to which a Causes Of Loss Form is not attached:
- 1.** We will not pay for loss or damage arising out of any act committed:
    - a.** By or at the direction of any insured; and
    - b.** With the intent to cause a loss.
  - 2.** However, this exclusion will not apply to deny coverage to an innocent co-insured who did not cooperate in or contribute to the creation of the loss, provided the loss is otherwise covered under this Coverage Part and:
    - a.** The loss arose out of a pattern of domestic violence and abuse; and
    - b.** The perpetrator of the loss is criminally prosecuted for the act causing the loss.
  - 3.** If we pay a claim pursuant to Paragraph **A.2.**, our payment to the insured is limited to that insured's ownership interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.
- B.** The **Transfer Of Rights Of Recovery Against Others To Us** Condition, in the Commercial Property Conditions, is amended by adding the following:
- If we pay an innocent co-insured for loss described in Paragraph **A.2.**, the rights of the innocent co-insured to recover damages from the perpetrator are transferred to us to the extent of our payment. Following the loss, the innocent co-insured may not waive such rights to recover against the perpetrator of the domestic violence.

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

## f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible; or
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Distribution Of Material In Violation Of Statutes**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

## **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

**a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1)** The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and
- (2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

**b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

#### **i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

#### **j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1)** Advertising, broadcasting, publishing or telecasting;
- (2)** Designing or determining content of websites for others; or

- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Distribution Of Material In Violation Of Statutes**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.



## 2. Exclusions

We will not pay expenses for "bodily injury":

### a. Any Insured

To any insured, except "volunteer workers".

### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

### d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and

- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

## SECTION II – WHO IS AN INSURED

### 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### 2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

#### (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

#### (2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III – LIMITS OF INSURANCE**

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
- 2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage **C**;
  - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage **B**.

- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

- 1. **Bankruptcy**  
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
- 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
  - a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
    - (1) How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

#### b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and

- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

**10.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**11.** "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**12.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1)** Power cranes, shovels, loaders, diggers or drills; or
  - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

**(1)** Equipment designed primarily for:

- (a)** Snow removal;
- (b)** Road maintenance, but not construction or resurfacing; or
- (c)** Street cleaning;

**(2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

**(3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**13.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**14.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f.** The use of another's advertising idea in your "advertisement"; or
- g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".

**15.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**16.** "Products-completed operations hazard":

**a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

**(1)** Products that are still in your physical possession; or

**(2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

**(a)** When all of the work called for in your contract has been completed.

**(b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

**(c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

**b.** Does not include "bodily injury" or "property damage" arising out of:

**(1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

**(2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or

**(3)** Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17.** "Property damage" means:

**a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

**b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**18.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

**a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

**b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**19.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**20.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**21.** "Your product":

**a.** Means:

**(1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

**(a)** You;

**(b)** Others trading under your name; or

**(c)** A person or organization whose business or assets you have acquired; and

**(2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b.** Includes:

**(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and



(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**22. "Your work":**

**a. Means:**

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes:**

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

## RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion q. of Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:
- 2. Exclusions**
- This insurance does not apply to:
- q. Recording And Distribution Of Material Or Information In Violation Of Law**
- "Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
  - (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
  - (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
  - (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
- B. Exclusion p. of Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:
- 2. Exclusions**
- This insurance does not apply to:
- p. Recording And Distribution Of Material Or Information In Violation Of Law**
- "Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
  - (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
  - (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
  - (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – CONDOMINIUM  
UNIT OWNERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured each individual unit owner of the insured condominium, but only with respect to liability arising out of the ownership, maintenance or repair of that portion of the premises which is not reserved for that unit owner's exclusive use or occupancy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
Russell Quick Company
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Premises:</b>
<b>Project Or Operation:</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A.** If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 01**, the provisions under this Paragraph **A.** apply:

**1.** Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**b.** This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

**(1)** The "bodily injury" or "property damage":

**(a)** Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

**(b)** Arises out of the project or operation shown in the Schedule;

**(2)** The "bodily injury" or "property damage" occurs during the policy period; and

**(3)** Prior to the policy period, no insured listed under Paragraph **1.** of Section **II – Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

**2.** Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

**b.** This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

**(1)** The offense arises out of your business:

**(a)** Performed on the premises shown in the Schedule; or

(b) In connection with the project or operation shown in the Schedule; and

(2) The offense was committed during the policy period.

However, with respect to Paragraph **1.b.(1)(a)** of this Insuring Agreement, if the "personal and advertising injury" is caused by:

(1) False arrest, detention or imprisonment; or

(2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

3. Paragraph **1.a.** under **Section I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

(1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(2) Arises out of the project or operation shown in the Schedule;

provided that:

(a) The accident takes place during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

B. If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 02**, the provisions under this Paragraph **B.** apply:

1. Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

b. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

(1) The "bodily injury" or "property damage":

(a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(b) Arises out of the project or operation shown in the Schedule;

(2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

(3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph **1.c.** of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section **V – Extended Reporting Periods**.

2. Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

b. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

(1) The offense arises out of your business:

(a) Performed on the premises shown in the Schedule; or

(b) In connection with the project or operation shown in the Schedule;

(2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

- (3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph 1.c. of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.

However, with respect to Paragraph 1.b.(1)(a) of this Insuring Agreement, if the "personal and advertising injury" is caused by:

- (1) False arrest, detention or imprisonment; or
- (2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

3. Paragraph 1.a. under **Section I – Coverage C – Medical Payments** is replaced by the following:

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

- (1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
- (2) Arises out of the project or operation shown in the Schedule;

provided that:

- (a) The accident takes place during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

**SUPPLEMENTAL FORM DECLARATION FOR CG2144 0417**

**LIMITATION OF COVERAGE TO DESIGNATED  
PREMISES, PROJECT OR OPERATION**

**SCHEDULE**

**Premises:**

13806 Lake Point Cir Louisville KY 40223  
2011 Lake Point Way Louisville KY 40223  
13800 Lake Point Cir Louisville KY 40223  
2007-2009 Lake Point Way Louisville KY 40223  
2001-2003 Lake Point Way Louisville KY 40223  
2005 Lake Point Way Louisville KY 40223  
13808 Lake Point Cir Louisville KY 40223  
13802 Lake Point Cir Louisville KY 40223  
13804 Lake Point Cir Louisville KY 40223

**Project Or Operation:**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – DESIGNATED ONGOING OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Description of Designated Ongoing Operation(s):**

Any and all tenant operations

**Specified Location (If Applicable):**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of the ongoing operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS – WITH EXCEPTION FOR BODILY INJURY ON YOUR PREMISES**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

#### **2. Exclusions**

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" (or "personal and advertising injury" if defined as such in your policy) arising directly or indirectly out of:

- a. Any actual or alleged failure, malfunction or inadequacy of:
  - (1) Any of the following, whether belonging to any insured or to others:
    - (a) Computer hardware, including microprocessors;
    - (b) Computer application software;
    - (c) Computer operating systems and related software;
    - (d) Computer networks;
    - (e) Microprocessors (computer chips) not part of any computer system; or
    - (f) Any other computerized or electronic equipment or components; or

- (2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph 2.a.(1) of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

- b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph 2.a. of this endorsement.

This exclusion does not apply to "bodily injury" occurring on any premises owned by or rented to you.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- C. The following definition is added to the Definitions Section:**
- "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF INSURED CONTRACT DEFINITION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **9.** of the **Definitions** Section is replaced by the following:

**9.** "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## HIRED AUTO AND NONOWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this Endorsement, the provisions of the Coverage Part apply unless modified by the Endorsement.

### SCHEDULE

#### LIMITS OF INSURANCE

\$ 1,000,000

Each Occurrence

(If no entry appears above, information required to complete this Endorsement will be shown in the Endorsement Schedule of the Declarations as applicable to this Endorsement)

This endorsement is subject to all of the provisions of the Commercial General Liability Coverage Part, except as otherwise provided in this endorsement. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial General Liability Coverage Part. Insurance is provided only with respect to those coverages for which a specific Limit of Insurance is shown in the Schedule of this endorsement.

#### A. Hired Auto Liability

The insurance provided under SECTION I – COVERAGES, Coverage A. Bodily Injury And Property Damage Liability applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

#### B. Non-owned Auto Liability

The insurance provided under SECTION I – COVERAGES, Coverage A. Bodily Injury And Property Damage Liability applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person in the course of your business.

#### C. Changes In Exclusions

With respect to the insurance provided by this endorsement:

1. The following exclusions in Coverage A. Bodily Injury And Property Damage Liability, 2. Exclusions do not apply:
  - a. Contractual Liability;
  - b. Liquor Liability;
  - c. Employer's Liability;
  - d. Aircraft, Auto Or Watercraft;
  - e. Mobile Equipment;
  - f. Damage To Property;
  - g. Damage To Your Product;
  - h. Damage To Your Work;
  - i. Damage To Impaired Property Or Property Not Physically Injured; and
  - j. Recall Of Products, Work Or Impaired Property.
2. The following exclusions are added to Coverage A. Bodily Injury And Property Damage Liability, 2. Exclusions:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
  - (1) That the insured would have in the absence of the contract or agreement; or
  - (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.
- b. "Bodily injury" to:
  - (1) An "employee" of the insured arising out of and in the course of:
    - (a) Employment by the insured; or
    - (b) Performing duties related to the conduct of the insured's business; or
  - (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.
 

This exclusion applies:

    - (1) Whether the insured may be liable as an employer or in any other capacity; and
    - (2) To any obligation to share damages with or repay someone else who must pay the damages because of the injury.

This exclusion does not apply to:

    - (1) Liability assumed by the insured under an "insured contract"; or
    - (2) "Bodily injury" to domestic "employees" not entitled to workers' compensation benefits.
- c. "Property damage" to:
  - (1) Property owned or being transported by, or rented or loaned to, the insured; or
  - (2) Property in the care, custody or control of the insured.

**D. Who Is An Insured**

For the purposes of this endorsement only, SECTION II -- WHO IS AN INSURED is replaced by the following:

**WHO IS AN INSURED**

1. Each of the following is an insured under this insurance to the extent set forth below:
  - a. You.
  - b. Any other person using a "hired auto" with your permission.
  - c. With respect to a "non-owned auto", any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business.
  - d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under Paragraph a., b. or c. above.
2. None of the following is an insured:
  - a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment;
  - b. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
  - c. Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business", other than an "auto business" you operate;
  - d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
  - e. Any person or organization with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

## **E. Limits Of Insurance**

For the purposes of this endorsement only, SECTION III – LIMITS OF INSURANCE is replaced by the following:

### **LIMITS OF INSURANCE**

Regardless of the number of "hired autos", "nonowned autos", insureds, premiums paid, claims made or vehicles involved in the "occurrence", the most we will pay for all damages resulting from any one "occurrence" is the applicable Limit of Insurance shown in the Schedule of this endorsement or in the Declarations.

The General Aggregate Limit under SECTION III – LIMITS OF INSURANCE does not apply to insurance provided by this endorsement.

## **F. Changes In Conditions**

For the purposes of this endorsement only, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance provision is replaced by the following:

### **Other Insurance**

This insurance is excess over any primary insurance covering the "hired auto" or "non-owned auto".

## **G. Replaced Definitions**

For the purposes of this endorsement only, the definition of "insured contract" in SECTION V – DEFINITIONS is deleted and replaced by the following:

"Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

## **H. Additional Definitions**

For the purposes of this endorsement only, the following definitions are added to SECTION V – DEFINITIONS:

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any
  - a. "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
  - b. "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers", or members of their households.
3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL LIABILITY AMENDATORY

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this Endorsement, the provisions of the Coverage Part apply unless modified by this Endorsement.

A. COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended as follows:

### 1. SECTION I – COVERAGES

#### a. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY CHANGES

##### (1) Modified Exclusions

SECTION I – COVERAGES; COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions is modified as follows:

(a) Item j. Damage To Property is amended to remove the limitation that the property be rented to you for a period of 7 or fewer days. Coverage applies when the premises is rented to you or temporarily occupied by you with the permission of the owner

(b) Item p. Electronic Data is amended by adding:

This exclusion does not apply to liability for damages because of “bodily injury”.

(c) Item q. Distribution Of Material In Violation Of Statutes is amended by adding the following:

The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA).

##### (2) Additional Exclusions

SECTION I – COVERAGES; COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions is modified by adding the following:

#### **Access Or Disclosure Of Confidential Or Personal Information**

Damages arising out of any access to or disclosure of any person’s or organization’s confidential or personal information, including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person’s or organization’s confidential or personal information.

#### b. COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY EXCLUSION CHANGES

##### (1) Modified Exclusions

SECTION I – COVERAGES; COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY; 2. Exclusions is amended as follows:

(a) Item i. Infringement Of Copyright, Patent, Trademark Or Trade Secret exclusion is deleted and replaced with the following:

#### **i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

“Personal and advertising injury” arising out of the infringement of copyright, patent, trademark, trade secret, trade name, service mark, any designation of origin or authenticity, or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another’s advertising idea in your “advertisement”.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

- (b) Item p. Distribution Of Material In Violation Of Statutes exclusion is modified by adding the following:

The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA).

(2) Additional Exclusions

SECTION 1 – COVERAGES; COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions is modified by adding the following:

(a) **Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

2. **SECTION II – WHO IS AN INSURED** is amended as follows:

Paragraph 3.a. is modified by providing coverage until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier.

3. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

Paragraph 6. Representations is deleted and replaced by:

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

You must notify us in writing, as soon as practicable, if any information to issue this policy has a material change. This policy may be adjusted to reflect these changes in accordance with our forms, rules and rates in effect at the time of the change.

B. The following provisions apply to all Liquor Liability exclusions found within the Commercial General Liability Coverage Part:

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- a. The supervision, hiring, employment, training or monitoring of others by that insured; or
- b. Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) of the Liquor Liability Exclusion found in SECTION I COVERAGES; COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. EXCLUSIONS; c. Liquor Liability.

For the purposes of the Liquor Liability exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

C. The following provisions apply to all Additional Insured extensions attached to the Commercial General Liability Coverage Part:

1. The insurance afforded to such additional insured only applies to the extent permitted by law and will not be broader than the most restrictive of the following:
    - a. Terms required to be provided to such additional insured through a written agreement with such additional insured; or
    - b. Terms and conditions included within the forms which make up the Commercial General Liability Coverage Part.
  2. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- D.** The definition of "insured contract" as used in the Commercial General Liability Coverage Part is modified by adding the following:
- However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law.
- E.** The following provision is added to any Professional Services Exclusion or Errors and Omissions Exclusion found within the Commercial General Liability Coverage Part:
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved:
- a. The rendering of or the failure to render any professional services by or for you; or
  - b. Any act, error or omission with respect to any professional services by or for you.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Amendatory Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## GENERAL LIABILITY WRAP

This Endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is a summary of the coverages provided in this Endorsement. This Endorsement is applicable only to those premises described in the Declarations.

### SCHEDULE

Coverage	Page
A. NON-OWNED WATERCRAFT	1
B. NON-OWNED AIRCRAFT HIRED WITH CREW	1
C. PERSONAL AND ADVERTISING INJURY - BROAD FORM	2
D. BROADENED MEDICAL PAYMENTS	2
E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS	2
F. ADDITIONAL INSURED - BUILDING OWNER	2
G. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT	2
H. ADDITIONAL INSURED BY WRITTEN AGREEMENT	3
I. DUTIES AFTER LOSS REDEFINED	3
J. BODILY INJURY REDEFINED	4
K. UNINTENTIONAL FAILURE TO DISCLOSE	4

With respect to coverage provided by this Endorsement, the provisions of the Coverage Part apply unless modified by this Endorsement.

#### A. NON-OWNED WATERCRAFT

- SECTION I - COVERAGES; COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions; g. Aircraft, Auto or Watercraft; Paragraph (2) on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is deleted and replaced by the following:
  - (2) A watercraft you do not own that is:
    - (a) Less than 51 feet long; and
    - (b) Not being used to carry persons or property for a charge;
- This coverage applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.
- This coverage does not apply if there is any other insurance for “bodily injury” or “property damage” liability that would also apply to loss covered under this coverage, whether the other insurance is primary, excess, contingent or on any other basis. A policy issued by us to apply specifically in excess of this policy is not considered other insurance.

#### B. NON-OWNED AIRCRAFT HIRED WITH CREW

- SECTION I - COVERAGES; COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions; g. Aircraft, Auto or Watercraft on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM does not apply to an aircraft that is:
  - a. Not owned by any insured; and
  - b. Hired or chartered by, or loaned to you, with a paid crew for the sole use of transporting your “employees.”
- This coverage does not apply if there is any other insurance for “bodily injury” or “property damage” liability that would also apply to loss covered under this coverage, whether the other insurance is primary, excess, contingent, or on any other basis. A policy issued by us to apply specifically in excess of this policy is not considered other insurance.

#### C. PERSONAL AND ADVERTISING INJURY - BROAD FORM

1. SECTION I - COVERAGES; COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY; 2. Exclusions; e. Contractual Liability on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is deleted.

2. The following is added as item h. to SECTION V - DEFINITIONS; 14. "Personal and Advertising Injury" on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM:

h. Discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) You; or

(b) Any of your officers, directors, stockholders, partners, managers, or members.

(2) Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

#### **D. BROADENED MEDICAL PAYMENTS**

If Medical Expense Payments coverage applies:

1. SECTION I - COVERAGES; COVERAGE C MEDICAL PAYMENTS on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended as follows:

The reporting period as shown in paragraph 1.a.(b) of the Insuring Agreement, is amended to be reported within three years of the date of accident, in lieu of one year.

2. The Medical Expense Limit is amended to the amount shown on the Declarations.

#### **E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS**

SECTION I - COVERAGES; SUPPLEMENTARY PAYMENTS - COVERAGES A AND B on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended as follows:

1. Item 1.b., the cost of bail bonds is changed to \$2,500; and

2. Item 1.d., actual loss of earnings is changed to \$500 a day.

#### **F. ADDITIONAL INSURED - BUILDING OWNER**

SECTION II - WHO IS AN INSURED on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include as an additional insured the owner, manager, or lessor of premises but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to you subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

#### **G. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT**

1. SECTION II - WHO IS AN INSURED on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this Endorsement ends when their agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### **H. ADDITIONAL INSURED BY WRITTEN AGREEMENT**

1. SECTION II - WHO IS AN INSURED on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is

amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this Endorsement ends when your operations for that additional insured are completed.

**2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (2) Supervisory, inspection, architectural or engineering activities.
  - b. Any of your Subcontractors, or any partner, officer, agent or employee of such Subcontractor.
  - c. "Bodily injury" or "property damage" occurring after:
    - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
    - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- 3. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the written agreement between the parties or the limits provided by this policy.**

**I. DUTIES IN THE EVENT OF AN OCCURRENCE, OFFENSE, CLAIM OR SUIT**

**1. Notice of Occurrence or an Offense**

- a. The requirement in SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS; 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit; paragraph a. on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM that you must see to it that we are notified of an "occurrence" or an offense only applies when the "occurrence" or offense is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) An officer of the corporation or insurance manager, if you are a corporation; or
  - (4) A member or manager, if you are a limited liability company.

**2. Notice of claim or suit**

- a. The requirement in SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS; 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit; paragraph b. on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM that you must see to it that we receive notice of a claim or "suit" applies only when the claim or "suit" is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) An officer of the corporation or insurance manager, if you are a corporation; or

(4) A member or manager, if you are a limited liability company.

**J. BODILY INJURY REDEFINED**

SECTION V - DEFINITIONS; 3. "Bodily injury" on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is deleted and replaced with the following:

3. "Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

**K. UNINTENTIONAL FAILURE TO DISCLOSE**

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by the COMMERCIAL GENERAL LIABILITY COVERAGE FORM will not invalidate or affect coverage for those premises or operations. However, you must report such error or omissions to us as soon as practicable after its discovery.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

## COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

### A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place during the Policy Period shown in the Declarations, except as provided in Condition E.1.k. or E.1.l., which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E.1.g.:

#### 1. Employee Theft

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

#### 2. Forgery Or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

(1) Made or drawn by or drawn upon you; or

(2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

b. If you are sued for refusing to pay any instrument covered in Paragraph 2.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.

### 3. Inside The Premises – Theft Of Money And Securities

a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises":

(1) Resulting directly from "theft" committed by a person present inside such "premises" or "banking premises"; or

(2) Resulting directly from disappearance or destruction.

b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.

### 4. Inside The Premises – Robbery Or Safe Burglary Of Other Property

a. We will pay for loss of or damage to "other property":

(1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or

(2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".

b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.



- c. We will pay for loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

#### **5. Outside The Premises**

- a. We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
- b. We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

#### **6. Computer Fraud**

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises":

- a. To a person (other than a "messenger") outside those "premises"; or
- b. To a place outside those "premises".

#### **7. Funds Transfer Fraud**

We will pay for loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

#### **8. Money Orders And Counterfeit Money**

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- a. Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

#### **B. Limit Of Insurance**

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages.

#### **C. Deductible**

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

#### **D. Exclusions**

1. This insurance does not cover:

##### **a. Acts Committed By You, Your Partners Or Your Members**

Loss resulting from "theft" or any other dishonest act committed by:

- (1) You; or
- (2) Any of your partners or "members"; whether acting alone or in collusion with other persons.

##### **b. Acts Of Employees Learned Of By You Prior To The Policy Period**

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the Policy Period shown in the Declarations.

##### **c. Acts Of Employees, Managers, Directors, Trustees Or Representatives**

Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;

except when covered under Insuring Agreement **A.1**.

##### **d. Confidential Information**

Loss resulting from:

- (1) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or

- (2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

**e. Governmental Action**

Loss resulting from seizure or destruction of property by order of governmental authority.

**f. Indirect Loss**

Loss that is an indirect result of an "occurrence" covered by this insurance including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

**g. Legal Fees, Costs And Expenses**

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement **A.2.**

**h. Nuclear Hazard**

Loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

**i. Pollution**

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**j. War And Military Action**

Loss or damage resulting from:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**2. Insuring Agreement **A.1.** does not cover:**

**a. Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

**b. Trading**

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

**c. Warehouse Receipts**

Loss resulting from the fraudulent or dishonest signing, issuing, canceling or failing to cancel, a warehouse receipt or any papers connected with it.

**3. Insuring Agreements **A.3.**, **A.4.** and **A.5.** do not cover:**

**a. Accounting Or Arithmetical Errors Or Omissions**

Loss resulting from accounting or arithmetical errors or omissions.

**b. Exchanges Or Purchases**

Loss resulting from the giving or surrendering of property in any exchange or purchase.

**c. Fire**

Loss or damage resulting from fire, however caused, except:

- (1) Loss of or damage to "money" and "securities"; and
- (2) Loss from damage to a safe or vault.

**d. Money Operated Devices**

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

**e. Motor Vehicles Or Equipment And Accessories**

Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

**f. Transfer Or Surrender Of Property**

- (1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":
  - (a) On the basis of unauthorized instructions;
  - (b) As a result of a threat to do bodily harm to any person;
  - (c) As a result of a threat to do damage to any property;
  - (d) As a result of a threat to introduce a denial of service attack into your computer system;
  - (e) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system;
  - (f) As a result of a threat to contaminate, pollute or render substandard your products or goods; or
  - (g) As a result of a threat to disseminate, divulge or utilize:
    - (i) Your confidential information; or
    - (ii) Weaknesses in the source code within your computer system.

- (2) But, this Exclusion does not apply under Insuring Agreement **A.5.** to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:

- (a) Had no knowledge of any threat at the time the conveyance began; or
- (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

**g. Vandalism**

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

**h. Voluntary Parting Of Title To Or Possession Of Property**

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

**4. Insuring Agreement A.6. does not cover:**

**a. Credit Card Transactions**

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

**b. Funds Transfer Fraud**

Loss resulting from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

**c. Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

**5. Insuring Agreement A.7. does not cover:**

**COMPUTER FRAUD**

Loss resulting from the use of any computer to fraudulently cause a transfer of "money", "securities" or "other property".

## E. Conditions

The following Conditions apply in addition to the Common Policy Conditions:

### 1. Conditions Applicable To All Insuring Agreements

#### a. Additional Premises Or Employees

If, while this insurance is in force, you establish any additional "premises" or hire additional "employees", other than through consolidation or merger with, or purchase or acquisition of assets or liabilities of, another entity, such "premises" and "employees" shall automatically be covered under this insurance. Notice to us of an increase in the number of "premises" or "employees" need not be given and no additional premium need be paid for the remainder of the Policy Period shown in the Declarations.

#### b. Concealment, Misrepresentation Or Fraud

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- (1) This insurance;
- (2) The property covered under this insurance;
- (3) Your interest in the property covered under this insurance; or
- (4) A claim under this insurance.

#### c. Consolidation – Merger Or Acquisition

If you consolidate or merge with, or purchase or acquire the assets or liabilities of, another entity:

- (1) You must give us written notice as soon as possible and obtain our written consent to extend the coverage provided by this insurance to such consolidated or merged entity or such purchased or acquired assets or liabilities. We may condition our consent by requiring payment of an additional premium; but

- (2) For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this insurance shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all "occurrences" causing or contributing to a loss involving such consolidation, merger or purchase or acquisition of assets or liabilities, must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.

#### d. Cooperation

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

#### e. Duties In The Event Of Loss

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement **A.1.** or **A.2.**) involves a violation of law, you must also notify the local law enforcement authorities.
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Produce for our examination all pertinent records.
- (4) Give us a detailed, sworn proof of loss within 120 days.
- (5) Cooperate with us in the investigation and settlement of any claim.

#### f. Employee Benefit Plans

- (1) The "employee benefit plans" shown in the Declarations (hereinafter referred to as Plan) are included as Insureds under Insuring Agreement **A.1.**
- (2) If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit of Insurance for Insuring Agreement **A.1.** that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required if each Plan were separately insured.

- (3) With respect to loss sustained or "discovered" by any such Plan, Insuring Agreement **A.1.** is replaced by the following:

We will pay for loss of or damage to "funds" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

- (4) If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.
- (5) If two or more Plans are insured under this insurance, any payment we make for loss:
- (a) Sustained by two or more Plans; or
  - (b) Of commingled "funds" or "other property" of two or more Plans;
- resulting directly from an "occurrence" will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required for each Plan bears to the total Limit of Insurance of all Plans sustaining loss.
- (6) The Deductible Amount applicable to Insuring Agreement **A.1.** does not apply to loss sustained by any Plan.

**g. Extended Period To Discover Loss**

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you:

- (1) No later than 1 year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- (2) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".

**h. Joint Insured**

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- (2) If any Insured, or partner, "member" or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- (3) An "employee" of any Insured is considered to be an "employee" of every Insured.
- (4) If this insurance or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you:
- (a) No later than 1 year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
  - (b) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".
- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.
- (6) Payment by us to the first Named Insured for loss sustained by any Insured, other than an "employee benefit plan", shall fully release us on account of such loss.

**i. Legal Action Against Us**

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this insurance;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 2 years from the date you "discovered" the loss.

If any limitation in this Condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

**j. Liberalization**

If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this insurance.

**k. Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate**

**(1) Loss Sustained Partly During This Insurance And Partly During Prior Insurance**

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place:

- (a) Partly during the Policy Period shown in the Declarations; and
- (b) Partly during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest;

and this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this Policy Period. We will then settle the remaining amount of loss that you sustained during the Policy Period(s) of the prior insurance.

**(2) Loss Sustained Entirely During Prior Insurance**

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:

- (a) This insurance became effective at the time of cancellation of the prior insurance; and
- (b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the Policy Period(s) of any other prior insurance.

**(3) In settling loss subject to this Condition:**

- (a) The most we will pay for the entire loss is the highest single Limit of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior insurance issued by us.
- (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under this insurance. If no loss was sustained under this insurance, we will apply the Deductible Amount shown in the Declarations to the amount of loss sustained under the most recent prior insurance.

If the Deductible Amount is larger than the amount of loss sustained under this insurance, or the most recent prior insurance, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance.

We will not apply any other Deductible Amount that may have been applicable to the loss.

**(4) The following examples demonstrate how we will settle losses subject to this Condition E.1.k.:**

**EXAMPLE NO. 1:**

The insured sustained a covered loss of \$10,000 resulting directly from an "occurrence" taking place during the terms of Policy **A** and Policy **B**.

**POLICY A**

The current policy. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

**POLICY B**

Issued prior to Policy **A**. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

The amount of loss sustained under Policy **A** is \$2,500 and under Policy **B** is \$7,500.

The highest single Limit of Insurance applicable to this entire loss is \$50,000 written under Policy **A**. The Policy **A** Deductible Amount of \$5,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy **A** (\$2,500) is settled first. The amount we will pay is nil (\$0.00) because the amount of loss is less than the Deductible Amount (i.e., \$2,500 loss - \$5,000 deductible = \$0.00).
2. The remaining amount of loss sustained under Policy **B** (\$7,500) is settled next. The amount recoverable is \$5,000 after the remaining Deductible Amount from Policy **A** of \$2,500 is applied to the loss (i.e., \$7,500 loss - \$2,500 deductible = \$5,000).

The most we will pay for this loss is \$5,000.

#### **EXAMPLE NO. 2:**

The insured sustained a covered loss of \$250,000 resulting directly from an "occurrence" taking place during the terms of Policy **A** and Policy **B**.

##### **POLICY A**

The current policy. Written at a Limit of Insurance of \$125,000 and a Deductible Amount of \$10,000.

##### **POLICY B**

Issued prior to Policy **A**. Written at a Limit of Insurance of \$150,000 and a Deductible Amount of \$25,000.

The amount of loss sustained under Policy **A** is \$175,000 and under Policy **B** is \$75,000.

The highest single Limit of Insurance applicable to this entire loss is \$150,000 written under Policy **B**. The Policy **A** Deductible Amount of \$10,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy **A** (\$175,000) is settled first. The amount we will pay is the Policy **A** Limit of \$125,000 because \$175,000 loss - \$10,000 deductible = \$165,000 which is greater than the \$125,000 policy limit.
2. The remaining amount of loss sustained under Policy **B** (\$75,000) is settled next. The amount we will pay is \$25,000 (i.e., \$150,000 Policy **B** limit - \$125,000 paid under Policy **A** = \$25,000).

The most we will pay for this loss is \$150,000.

#### **EXAMPLE NO. 3:**

The insured sustained a covered loss of \$2,000,000 resulting directly from an "occurrence" taking place during the terms of Policies **A**, **B**, **C** and **D**.

##### **POLICY A**

The current policy. Written at a Limit of Insurance of \$1,000,000 and a Deductible Amount of \$100,000.

##### **POLICY B**

Issued prior to Policy **A**. Written at a Limit of Insurance of \$750,000 and a Deductible Amount of \$75,000.

##### **POLICY C**

Issued prior to Policy **B**. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

##### **POLICY D**

Issued prior to Policy **C**. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

The amount of loss sustained under Policy **A** is \$350,000, under Policy **B** is \$250,000, under Policy **C** is \$600,000 and under Policy **D** is \$800,000.

The highest single Limit of Insurance applicable to this entire loss is \$1,000,000 written under Policy **A**. The Policy **A** Deductible Amount of \$100,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy **A** (\$350,000) is settled first. The amount we will pay is \$250,000 (i.e., \$350,000 loss - \$100,000 deductible = \$250,000).
2. The amount of loss sustained under Policy **B** (\$250,000) is settled next. The amount we will pay is \$250,000 (no deductible is applied).
3. The amount of loss sustained under Policy **C** (\$600,000) is settled next. The amount we will pay is \$500,000, the policy limit (no deductible is applied).
4. We will not make any further payment under Policy **D** as the maximum amount payable under the highest single Limit of Insurance applying to the loss of \$1,000,000 under Policy **A** has been satisfied.

The most we will pay for this loss is \$1,000,000.

**I. Loss Sustained During Prior Insurance Not Issued By Us Or Any Affiliate**

- (1) If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place during the Policy Period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, we will pay for the loss under this insurance, provided:
  - (a) This insurance became effective at the time of cancellation of the prior insurance; and
  - (b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".
- (2) In settling loss subject to this Condition:
  - (a) The most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior cancelled insurance.
  - (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under the prior cancelled insurance.
- (3) The insurance provided under this Condition is subject to the following:
  - (a) If loss covered under this Condition is also partially covered under Condition **E.1.k.**, the amount recoverable under this Condition is part of, not in addition to, the amount recoverable under Condition **E.1.k.**
  - (b) For loss covered under this Condition that is not subject to Paragraph **(3)(a)**, the amount recoverable under this Condition is part of, not in addition to, the Limit of Insurance applicable to the loss covered under this insurance and is limited to the lesser of the amount recoverable under:
    - (i) This insurance as of its effective date; or
    - (ii) The prior cancelled insurance had it remained in effect.

**m. Other Insurance**

If other valid and collectible insurance is available to you for loss covered under this insurance, our obligations are limited as follows:

**(1) Primary Insurance**

When this insurance is written as primary insurance, and:

- (a) You have other insurance subject to the same terms and conditions as this insurance, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.

- (b) You have other insurance covering the same loss other than that described in Paragraph **(1)(a)**, we will only pay for the amount of loss that exceeds:

- (i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or
- (ii) The Deductible Amount shown in the Declarations;

whichever is greater. Our payment for loss is subject to the terms and conditions of this insurance.

**(2) Excess Insurance**

- (a) When this insurance is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance.

- (b) However, if loss covered under this insurance is subject to a Deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.



**n. Ownership Of Property; Interests Covered**

The property covered under this insurance is limited to property:

- (1) That you own or lease; or
- (2) That you hold for others whether or not you are legally liable for the loss of such property.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

**o. Records**

You must keep records of all property covered under this insurance so we can verify the amount of any loss.

**p. Recoveries**

- (1) Any recoveries, whether effected before or after any payment under this insurance, whether made by us or you, shall be applied net of the expense of such recovery:

- (a) First, to you in satisfaction of your covered loss in excess of the amount paid under this insurance;
- (b) Second, to us in satisfaction of amounts paid in settlement of your claim;
- (c) Third, to you in satisfaction of any Deductible Amount; and
- (d) Fourth, to you in satisfaction of any loss not covered under this insurance.

- (2) Recoveries do not include any recovery:

- (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
- (b) Of original "securities" after duplicates of them have been issued.

**q. Territory**

This insurance covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions), Puerto Rico and Canada.

**r. Transfer Of Your Rights Of Recovery Against Others To Us**

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

**s. Valuation – Settlement**

- (1) The value of any loss for purposes of coverage under this policy shall be determined as follows:

- (a) Loss of "money" but only up to and including its face value. We will, at your option, pay for loss of "money" issued by any country other than the United States of America:

- (i) At face value in the "money" issued by that country; or

- (ii) In the United States of America dollar equivalent determined by the rate of exchange published in *The Wall Street Journal* on the day the loss was "discovered".

- (b) Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:

- (i) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or

- (ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

- i. Market value of the "securities" at the close of business on the day the loss was "discovered"; or

- ii. The Limit of Insurance applicable to the "securities".

(c) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:

- (i) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose;
- (ii) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or
- (iii) The Limit of Insurance applicable to the lost or damaged property.

With regard to Paragraphs **s.(1)(c)(i)** through **s.(1)(c)(iii)**, we will not pay on a replacement cost basis for any loss or damage:

- i. Until the lost or damaged property is actually repaired or replaced; and
- ii. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

- (2) We will, at your option, settle loss or damage to property other than "money":
  - (a) In the "money" of the country in which the loss or damage occurred; or
  - (b) In the United States of America dollar equivalent of the "money" of the country in which the loss or damage occurred determined by the rate of exchange published in *The Wall Street Journal* on the day the loss was "discovered".
- (3) Any property that we pay for or replace becomes our property.

## 2. Conditions Applicable To Insuring Agreement A.1.

### a. Termination As To Any Employee

This Insuring Agreement terminates as to any "employee":

(1) As soon as:

- (a) You; or
- (b) Any of your partners, "members", "managers", officers, directors, or trustees not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

(2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

### b. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition **E.1.q.** for a period of not more than 90 consecutive days.

## 3. Conditions Applicable To Insuring Agreement A.2.

### a. Deductible Amount

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement **A.2.**

### b. Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

### c. Proof Of Loss

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

**d. Territory**

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.q.** does not apply to Insuring Agreement **A.2.**

**4. Conditions Applicable To Insuring Agreements A.4. And A.5.**

**a. Armored Motor Vehicle Companies**

Under Insuring Agreement **A.5.**, we will only pay for the amount of loss you cannot recover:

- (1) Under your contract with the armored motor vehicle company; and
- (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

**b. Special Limit Of Insurance For Specified Property**

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to:

- (1) Precious metals, precious or semi-precious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or
- (2) Manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

**5. Conditions Applicable To Insuring Agreement A.6.**

**a. Special Limit Of Insurance For Specified Property**

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

**b. Territory**

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.q.** does not apply to Insuring Agreement **A.6.**

**F. Definitions**

1. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.

2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.

3. "Custodian" means you, or any of your partners or "members", or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.

4. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance

5. "Employee":

**a. "Employee" means:**

- (1) Any natural person:

- (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any dishonest act committed by the "employee";
- (b) Who you compensate directly by salary, wages or commissions; and
- (c) Who you have the right to direct and control while performing services for you;

- (2) Any natural person who is furnished temporarily to you:

- (a) To substitute for a permanent "employee" as defined in Paragraph **a.(1)**, who is on leave; or
- (b) To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";

- (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph **a.(2)**;
- (4) Any natural person who is:
  - (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan"; and
  - (b) A director or trustee of yours while that person is engaged in handling "funds" or "other property" of any "employee benefit plan";
- (5) Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing services for you;
- (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises";
- (7) Any "employee" of an entity merged or consolidated with you prior to the effective date of this policy; or
- (8) Any of your "managers", directors or trustees while:
  - (a) Performing acts within the scope of the usual duties of an "employee"; or
  - (b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.
- b. "Employee" does not mean:
 

Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph **5.a**.
6. "Employee benefit plan" means any welfare or pension benefit plan shown in the Declarations that you sponsor and which is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.
7. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
8. "Fraudulent instruction" means:
  - a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
  - b. A written instruction (other than those described in Insuring Agreement **A.2.**) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
  - c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.
9. "Funds" means "money" and "securities".
10. "Manager" means a person serving in a directorial capacity for a limited liability company.
11. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".
12. "Messenger" means you, or a relative of yours, or any of your partners or "members", or any "employee" while having care and custody of property outside the "premises".
13. "Money" means:
  - a. Currency, coins and bank notes in current use and having a face value; and
  - b. Travelers checks, register checks and money orders held for sale to the public.
14. "Occurrence" means:
  - a. Under Insuring Agreement **A.1.:**
    - (1) An individual act;
    - (2) The combined total of all separate acts whether or not related; or

- (3) A series of acts whether or not related; committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.k.** or **E.1.l.**
- b. Under Insuring Agreement **A.2.**:
  - (1) An individual act;
  - (2) The combined total of all separate acts whether or not related; or
  - (3) A series of acts whether or not related; committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.k.** or **E.1.l.**
- c. Under All Other Insuring Agreements:
  - (1) An individual act or event;
  - (2) The combined total of all separate acts or events whether or not related; or
  - (3) A series of acts or events whether or not related; committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.k.** or **E.1.l.**
- 15. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property specifically excluded under this insurance.
- 16. "Premises" means the interior of that portion of any building you occupy in conducting your business.
- 17. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
  - a. Caused or threatened to cause that person bodily harm; or
  - b. Committed an obviously unlawful act witnessed by that person.
- 18. "Safe burglary" means the unlawful taking of:
  - a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
  - b. A safe or vault from inside the "premises".
- 19. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
  - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
  - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;
 but does not include "money".
- 20. "Theft" means the unlawful taking of property to the deprivation of the Insured.
- 21. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":
  - a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
  - b. By means of written instructions (other than those described in Insuring Agreement **A.2.**) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.
- 22. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**INCLUDE DESIGNATED AGENTS AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL CRIME POLICY
- EMPLOYEE THEFT AND FORGERY POLICY
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY
- GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY

and applies to the Employee Theft Insuring Agreement:

**SCHEDULE**

Capacity Of Agent	Limit Of Insurance
Property Manager	\$ 25,000

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The definition of "employee" is amended to include each natural person, partnership or corporation you appoint in writing to act as your agent in the capacity shown in the Schedule while acting on your behalf or while in possession of covered property. These natural persons, partnerships or corporations are not covered for faithful performance of duty, even in the event that this insurance may have been amended by endorsement to provide such coverage on other "employees". Only coverage for "theft" applies to the agents scheduled above.
2. Each such agent and the partners, officers and employees of that agent are considered to be, collectively, one "employee" for the purposes of this insurance. However, the Termination As To Any Employee Condition applies individually to each of them.
3. The most we will pay under this insurance for loss caused by an agent included as an "employee" by this endorsement is the Limit of Insurance shown in the Schedule. That Limit Of Insurance is part of, not in addition to, the Limit Of Insurance shown in the Declarations as applicable to the Employee Theft Insuring Agreement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **KENTUCKY CHANGES – TERMINATION OF EMPLOYEE**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY  
GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY

- A.** In the Commercial Crime Coverage Form, Commercial Crime Policy and Employee Theft And Forgery Policy, Paragraph **(2)** of the **Termination As To Any Employee** Condition **E.2.a.** is deleted.
- B.** In the Government Crime Coverage Form, Government Crime Policy and Government Employee Theft And Forgery Policy, Paragraph **(2)** of the **Termination As To Any Employee** Condition **E.2.b.** is deleted.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **KENTUCKY CHANGES – BINDING ARBITRATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY  
GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY  
KIDNAP/RANSOM AND EXTORTION COVERAGE FORM  
KIDNAP/RANSOM AND EXTORTION POLICY

If you and we disagree on the amount of loss, both parties may, by mutual consent, agree to arbitration of the disagreement.

If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree on the third within 30 days, both parties must request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the umpire equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding.



PLEASE READ THE ENTIRE FORM CAREFULLY.

## CONDOMINIUM OR ASSOCIATION - DIRECTORS AND OFFICERS LIABILITY COVERAGE

**This Policy provides Claims Made Coverage.  
Defense Costs apply against the limits of insurance and are subject to the deductible.**

### A. Coverages

#### 1. Insuring Agreement – Management Liability

- a. We will pay on behalf of an "insured person" any "loss" which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" during the policy period or during the Extended Reporting Period, if purchased, as described in Section G. Extended Reporting Period, except to the extent that the "association" has indemnified the "insured person" for such "loss".

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Declarations, and before the end of the policy period.

- b. If a "claim" against an "insured person" includes a "claim" against the "insured person's" spouse (whether such status is derived by reason of statutory or common law, or any other law of any country) solely by reason of:

- (1) Such spousal status; or
- (2) Such spouse's ownership interest in property or assets that are sought as recovery for the "wrongful act" committed or allegedly committed by the "insured person";

all "loss" which such spouse becomes legally obligated to pay by reason of such "claim" will be treated for the purposes of this coverage form as "loss" which the "insured person" becomes legally obligated to pay as a result of the "claim" made against such "insured person". Such "loss" to the spouse will be covered under this coverage form only if and to the extent that such "loss" would be covered if incurred by the "insured person".

However, this Paragraph b. does not apply to a "claim" arising out of any "wrongful act" committed or allegedly committed by the "insured person's" spouse.

- c. This insurance also applies to "claims" arising out of the "wrongful acts" of an "insured person" made against:

- (1) The estate, heirs or legal representatives of a deceased "insured person"; and
- (2) The legal representative of that "insured person" in the event of incompetency, insolvency or bankruptcy.

However, this Paragraph c. only applies to "claims" if and to the extent that, in the absence of such death, incompetency, insolvency or bankruptcy of the "insured person", such "claims" would have been covered by this insurance according to all applicable terms, conditions and exclusions.

#### 2. Insuring Agreement – Association Reimbursement

We will pay on behalf of the "association" any "loss" for which the "association" has indemnified an "insured person", as permitted or required by law, and which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" (or an "insured person's" spouse or any other party granted the rights of an "insured person" under Paragraph 1.) during the policy period or during the Extended Reporting Period, if purchased, as described in Section G. Extended Reporting Period.

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Declarations, and before the end of the policy period.

### 3. Insuring Agreement – Association Liability

We will pay on behalf of the "association" any "loss" which the "association" becomes legally obligated to pay as a result of a "claim" first made against the "association" during the policy period or during the Extended Reporting Period, if purchased, as described in Section G. Extended Reporting Period.

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "association" which occurs on or after the Retroactive Date, if any, shown in the Declarations, and before the end of the policy period.

### 4. Defense And Settlement

We will have the right and duty to defend any "claim" made against the insured under Section A. Coverages of this coverage form. However, we will have no duty to defend the insured against any "claim" because of a "wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any incident that may result in a "loss". We may, with your written consent, settle any "claim". OUR RIGHT AND DUTY TO DEFEND ENDS AFTER WE HAVE PAID, OR OFFERED TO PAY, AN AMOUNT EQUAL TO THE LIMIT OF OUR LIABILITY.

All "claims" arising out of the same "wrongful act" or "interrelated wrongful acts" committed by one or more "insured persons" shall be considered a single "claim". Such single "claim" shall be deemed to be first made on the date:

- a. The initial "claim" arising out of such "wrongful act" or "interrelated wrongful acts" was first made pursuant to; or
- b. Notice of such "wrongful act" or "interrelated wrongful acts" was first reported pursuant to;

Section F. Conditions, Paragraph 2. Duties In The Event Of A Claim Or A Wrongful Act That May Result In A Claim.

## B. Exclusions

1. This insurance does not apply to any "loss" resulting from any "claim":
  - a. Arising out of any dishonest, malicious, fraudulent or deliberately criminal act or any willful violation of any statute or regulation.
  - b. For "bodily injury".
  - c. Arising out of any refusal to employ a person, termination of a person's employment, or employment-related practices, policies, acts or omissions, such as including any coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at any person.

This exclusion applies whether the injury-causing event described above occurs before employment, during employment or after employment of that person. This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.
  - d. For damage to or destruction of any tangible property including loss of use thereof.
  - e. Arising out of the gaining of any profit, remuneration or advantage to which any insured was not legally entitled.
  - f. Arising out of a "wrongful act" or "interrelated wrongful act" that has occurred before the Retroactive Date, if any, shown in the Declarations.
  - g. Arising out of the same facts, "wrongful acts" or "interrelated wrongful acts", alleged or contained in any "claim" which has been reported, or in any circumstances of which notice has been given:
    - (1) During a prior policy period of this policy; or
    - (2) Under any insurance policy of which this policy is a replacement.
  - h. Arising out of any actual or alleged failure or omission on the part of any insured to effect or maintain insurance.
  - i. Arising out of any "wrongful act" committed or allegedly committed by any "insured person" serving in any position or capacity in any organization or association other than the "association" even if the "association" directed or requested that "insured person" to serve in such other position or capacity.

- j. Brought by or on behalf of the "association" or any "insured person", in any capacity, except a "claim" that is a derivative action brought on behalf of the "association" by one or more unit-owners who are not "insured persons" and who bring the "claim" without the solicitation, assistance or participation of any "insured person" or the "association".
- k. For an actual or alleged violation of the Employee Retirement Income Security Act of 1974 and its amendments, or similar provisions of any federal, state, local or statutory law or common law.
- l. For liability under or breach of any oral, written or implied contract or agreement, or for liability of others assumed by the "association" under any such contract or agreement, except if the "association" would have been liable in the absence of such contract or agreement.
- m. Arising out of "personal and advertising injury".
- n. Arising out of:
  - (1) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;
  - (2) Any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (3) A "claim" made or "suit" brought by or on behalf of any governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants";
 including without limitation any "claim" by or on behalf of the "association".  
 However, Paragraphs B.1.n.(1), B.1.n.(2) and B.1.n.(3) do not apply to:
  - (1) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
  - (2) "Loss" resulting from a "claim" arising out of heat, smoke or fumes from a hostile fire. A hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.
- o. Arising out of "wrongful acts" in the selection or direct or indirect supervision of any contractor or subcontractor liable or alleged to be liable for any defect in construction at any premises insured under this policy.
- p. Salary, compensation or bonuses voted to or denied to any "insured person" by the directors, officers, or trustees of the "association".
- q. For any actual or alleged violation of any civil rights law, whether federal, state or local ordinance, including but not limited to discrimination based on race, religion, sex or age.

A "wrongful act" committed by any "insured person" shall not be imputed to any other "insured person" for purposes of applying the exclusions set forth in Section B. Exclusions.

#### **C. Who Is An Insured**

1. The "association" is an insured.
2. "Insured persons" are insureds.

#### **D. Limits Of Insurance**

1. The limits of insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. "Claims" made or "suits" brought; or
  - c. Persons, organizations or government agencies making "claims" or bringing "suits".
2. The Limit of Insurance stated as Directors and Officers Aggregate Liability Limit on the Declarations is the most we will pay for the sum of all "loss" for all "claims" arising out of any actual or alleged "wrongful acts" covered by this insurance.

Each payment we make for such "loss" reduces the Directors and Officers Aggregate Liability Limit by the amount of the payment. This reduced limit will then be the Amount of Insurance available for further "loss" under this policy.

If the Directors and Officers Aggregate Liability Limit is exhausted by the payment of "loss", we will have no further obligations or liability of any kind under this coverage form.

3. Subject to 2. above, the Amount of Insurance stated as the Each "Claim" Limit of Insurance on the Declarations is the most we will pay in excess of the Deductible as further described in Section E. Deductible below for the sum of all "loss" under Section A. Coverages, Insuring Agreements 1., 2., and 3. arising out of one "claim".

"Claims expenses" are part of the "loss" and are payable within the Limit of Insurance shown in the Declarations, thereby reducing that Limit.

#### **E. Deductible**

Subject to Section D. Limits of Insurance, of this coverage form, we will pay only that amount of "loss" which is in excess of the Deductible shown in the Declarations. The Deductible will be borne by the insureds, uninsured and at their own risk. A single deductible will apply to all "loss" resulting from all "claims" alleging the same "wrongful acts" or "interrelated wrongful acts".

If the "association" is permitted or required by law to indemnify an "insured person" for "loss", but fails or refuses, other than for reason of "financial insolvency", then our payment for such "loss" will not be subject to any deductible and the "association" shall be responsible for, and shall hold us harmless from, and shall reimburse us for such "loss" up to the deductible shown in the Declarations.

#### **F. Conditions**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage.

##### **2. Duties In The Event Of A Claim Or A Wrongful Act That May Result In A Claim**

- a. You must see to it that we are notified as soon as practicable of a "wrongful act" which may result in a "claim". To the extent possible, notice should include:

- (1) How, when and where the "wrongful act" took place;
- (2) The names and addresses of any person involved in the specific "wrongful act", including names and addresses of the potential claimants;
- (3) Particulars as to the reasons for anticipating a "claim" which may result from such specific "wrongful act";
- (4) The nature of the alleged or potential damages arising from such specific "wrongful act"; and
- (5) The circumstances by which the insureds first became aware of the specific "wrongful act".

- b. If a "claim" is received by any insured, you must:

- (1) Immediately record the specifics of the "claim" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "wrongful acts" to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our written consent.

### **3. Legal Action Against Us**

No person or organization has a right under this Coverage:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of the Coverage or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### **4. Other Insurance**

This insurance shall be excess of any other valid and collectible insurance available to the insured, whether such other insurance is stated to be primary, contributory, excess, contingent, pro rata or otherwise, unless such other insurance is written only as a specific excess insurance over the Limits of Insurance provided in this coverage form.

In addition, this insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this coverage form.

### **5. Consent To Settle**

If we recommend a settlement to the insured which is acceptable to the claimant, but to which the insured does not consent, the most we will pay as damages in the event of any later settlement or judgment is the amount for which the "claim" could have been settled, to which the insured did not give consent, plus "claims expenses" incurred as of the date such settlement was proposed in writing by us to the insured.

### **6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

### **7. Transfer of Rights of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

## **G. Extended Reporting Period**

For the purposes of the coverage provided by this coverage form, the following Extended Reporting Period provisions are added:

1. You will have the right to purchase an Extended Reporting Period from us if:
  - a. This coverage form is cancelled or not renewed for any reason; or
  - b. We renew or replace this coverage form with insurance that:
    - (1) Has a Retroactive Date later than the date shown in the Declarations; or
    - (2) Does not apply to "wrongful acts" on a claims-made basis.
2. An Extended Reporting Period, as specified in Paragraph 1. above, lasts three years and is available only for an additional premium.
3. The Extended Reporting Period starts with the end of the policy period. It does not extend the policy period or change the scope of the coverage provided. It applies only to "claims" to which the following applies:
  - a. The "claim" is first made during the Extended Reporting Period;

- b. The "wrongful act" occurs before the end of the policy period; and
  - c. The "wrongful act" did not commence before the Retroactive Date.
4. You must give us a written request for the Extended Reporting Period within 60 days after the end of the policy period or the effective date of cancellation, whichever comes first.
  5. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and any premium or deductible you owe us for coverage provided under this coverage form. Once in effect, the Extended Reporting Period may not be cancelled.
  6. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
    - a. The exposures insured;
    - b. Previous types and amounts of insurance;
    - c. Limit of Insurance available under this coverage form for future payment of damages; and
    - d. Other related factors.

The additional premium may not exceed 100% of the annual premium for this coverage form. The premium for the Extended Reporting Period will be deemed fully earned as of the date it is purchased.

7. There is no separate or additional Limit of Insurance for the Extended Reporting Period. The Limit of Insurance available during the Extended Reporting Period, if purchased, shall be the remaining amount, if any, of the aggregate Limit of Insurance available at the time this policy was cancelled or non-renewed.

#### H. Definitions

1. "Association" means the entity named in the Declarations as the named association.
2. "Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.
3. "Claim" means:
  - a. A written demand for monetary damages against any insured;
  - b. A civil proceeding against any insured commenced by the service of a complaint or similar pleading;
  - c. A criminal proceeding against any "insured person" commenced by a return of an indictment; or
  - d. A formal administrative or regulatory proceeding against any insured commenced by the filing of a notice of charges, formal investigative order or similar document;
 for a "wrongful act".
4. "Claims expenses" means that part of a "loss" consisting of reasonable and necessary fees (including attorneys' and experts' fees), expenses incurred in the defense or appeal of a "claim", and the premium for appeal, attachment or similar bonds (without any obligation on our part to provide such bonds), excluding the wages, salaries, benefits or expenses of any "insured person".
 

However, "claims expenses" do not include our internal expenses (including, but not limited to, salaries, wages or benefits of any of our officers or employees.)
5. "Financial insolvency" means the status of the "association" resulting from:
  - a. The appointment of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the "association"; or
  - b. The "association" becoming a debtor in possession.
6. "Insured person" means any former, present or future director, officer, trustee, or employee of the "association", or any person providing volunteer services for the "association", at the request of the "association" and operating under the direction and control of the "association".
7. "Interrelated wrongful act" means all causally connected "wrongful acts".
8. "Loss" means "claims expenses", compensatory damages, settlement amounts, legal fees and costs awarded pursuant to judgments. "Loss" does not include civil or criminal fines or penalties imposed by

law, punitive or exemplary damages, the multiplied portion of multiplied damages, taxes or matters that are uninsurable pursuant to applicable law.

9. "Personal and advertising injury" means injury, including consequential bodily injury, arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
10. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
11. "Suit" means a civil proceeding in which damages because of a "wrongful act" to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
12. "Wrongful act" means:
  - a. With respect to the "insured person", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "insured person" in their insured position or capacity for the "association"; or any matter claimed against them solely by reason of their serving in such insured position or capacity. This does not apply to a position or capacity in any entity other than the "association", even if the "association" directed or requested the "insured person" to serve in such other position or capacity.
  - b. With respect to the "association", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "association".

All other terms and conditions of this policy not in conflict with the terms and conditions of this Coverage form shall continue to apply.